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October 14, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

**PROBATION DEPARTMENT: APPROVAL OF COMPREHENSIVE EDUCATIONAL
REFORM RECOMMENDATIONS AND PRELIMINARY ACTION PLAN FOR
IMPLEMENTATION AT PROBATION CAMPS AND JUVENILE HALLS
(ALL SUPERVISORIAL DISTRICTS) (3 VOTES)**

SUBJECT

The Los Angeles County Probation Department, along with the members of the Education Reform Committee, is requesting that your Board approve the Comprehensive Educational Reform recommendations and action plan; funding for three (3) ordinance and budgeted positions; and a sole source contract with The Resource Company (TRC) in an effort to establish a more effective educational system for minors within the juvenile halls and camps.

IT IS RECOMMENDED THAT YOUR BOARD:

1. Approve the concept of Education Reform to begin moving forward with the 35 recommendations identified in the attached Comprehensive Educational Reform Report (Attachment I) and the accompanying draft implementation action plan (Attachment II) that were developed by the Comprehensive Educational Reform Committee, contingent on the availability of additional funding beyond the \$621,000 being recommended and any necessary State legislation or approval of State waivers.

Board of Supervisors
GLORIA MOLINA
First District

YVONNE B. BURKE
Second District

ZEV YAROSLAVSKY
Third District

DON KNABE
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Fifth District

"To Enrich Lives Through Effective And Caring Service"

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2. Instruct the Probation Department to work with the Chief Executive Office, the County Counsel's Office, and other key stakeholders, in seeking necessary legislation to provide or enhance the County's flexibility to deliver education services through multiple providers, including implementation of independent charter school programs designed to improve the delivery of educational services to minors in probation camps and halls and ensure enhanced options are available to best meet their needs.
3. Acknowledge that the County would need to obtain approval of State legislation to enable Probation to operate independent charter schools, and upon such approval, authorize Probation to immediately begin development of such charter schools.
4. Support the efforts by the Los Angeles County Office of Education (LACOE) to pursue legislation to change their funding model and instruct that our office along with the Probation Department work with LACOE on these efforts.
5. Instruct the Probation Department and LACOE to develop a pilot dependent charter school program for girls for implementation at Camp Scott or Camp Scudder which can be accomplished under existing law.
6. Instruct the Probation Department to pursue the implementation of an independent school pilot program for boys operated by another school district at a Probation camp to be determined by Probation which can be accomplished under existing law.
7. Approve the attached Appropriation Adjustment transferring a total of \$621,000 (\$321,000 in on-going salaries and employee benefits; \$20,000 in on-going services and supplies; and \$280,000 in one-time services and supplies) to the Probation Department's operating budget to provide the appropriation necessary to effectively begin implementing the recommendations outlined in the report.
8. Approve the funding for Education Reform for the Probation Department limited to \$621,000 with any additional funding for Education Reform needing to be identified and approved by your Board prior to Probation moving forward with those recommendations that require additional funding.
9. Approve three ordinance and budgeted positions and authorize the Chief Probation Officer to fill the following positions; (1) Senior Probation Director or equivalent MAPP Tier II S12 level position; one (1) Senior Secretary III; and one (1) Program Analyst, Probation pursuant to Section 6.06.020 of the County Code, and subject to allocation by the Chief Executive Office. The \$321,000 in

on-going funding for these positions is contained in the above referenced Appropriation Adjustment.

10. Authorize the Chief Probation Officer to negotiate and execute a one-year sole source agreement with TRC, with the option to extend the contract term on a month-to-month basis not to exceed six (6) months, contingent upon available funding and approval as to form by County Counsel. The \$280,000 one-time cost of this contract is included in the above referenced Appropriation Adjustment.
11. Delegate authority to the Chief Probation Officer to prepare and execute modifications necessary to the resulting TRC contract for any decreases or increases not to exceed 10 percent of the contract amount upon approval as to form by County Counsel. The Chief Probation Officer will notify the CEO in writing within 10 business days after execution.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTIONS

The purpose of the recommended actions is to provide a more effective educational system for youth at the Probation Department's juvenile halls and camps, with enhanced opportunities to become better engaged in their education. The Comprehensive Educational Reform Report identifies a planned vision of such a system and includes multiple pathways that would enable youth and emerging adults to develop good work habits and occupational skills proven to reduce recidivism and provide for healthier and safer communities. The implementation plan identifies the appropriate steps necessary to implement changes.

The first recommended action is to obtain your Board's approval in concept, for education reform at Probation juvenile camps and halls to begin moving forward with implementing the 35 recommendations, included in the Comprehensive Education Reform Committee's report that are necessary to dramatically reform education programs for minors in the County's probation camps and juvenile halls and emerging adults (18-25 year olds) under Probation's care and custody. The Committee's recommendations and the preliminary implementation action plan focus on improving education services at probation camp facilities because on the average, minors spend more time at camps than in the halls (four months in comparison to 19 days), and are consistent with the Department's effort to implement best and evidence-based practices at the camps.

RECOMMENDED CHARTER SCHOOL PILOT PROGRAMS

The recommendations include pursuing legislation to enable the implementation of a independent charter school at a Probation camp to be determined by Probation.

To determine the feasibility of the County operating charter schools, in December 2007, the Probation Department submitted a request to County Counsel for a legal opinion to determine whether the County has the authorization to operate charter schools at the juvenile halls and camps, and to identify any legal impediments and the necessary steps to implement this educational alternative. Based upon an opinion received from County Counsel, we believe pursuing the creation of pilot charter schools would be a good option to explore.

Dependent Charter School Pilot Program

We support the Committee's recommendation to implement a pilot dependent charter school for high school girls at Camps Scott and/or Scudder in the Santa Clarita Valley. These camps target females' gender-specific issues due to the prevalence of physical, emotional, and/or sexual abuse and/or neglect. The Los Angeles County Board of Education and LACOE are open to establishing such a dependent charter school, which can be accomplished through the Board of Education's existing legal authority to establish charter schools serving students in its jurisdiction.

Independent Charter School Pilot Program under the Operation of another School District

We also recommend pursuing the implementation of an independent charter school pilot program operated by an unidentified school district for high school boys at a Probation camp to be determined by Probation. This can be accomplished under existing law that requires a County Board of Education to provide for the administration and operation of juvenile court schools in the county, either by the county superintendent of schools, as specified, or by contract with the respective governing boards of the elementary, high school, or unified school district in which the juvenile court school is located.

Overall, upon your Board's direction, my office, the Chief Probation Officer, and the LACOE Superintendent of Schools will finalize a comprehensive, long-term implementation action plan consistent with these recommendations and report back to your Board within 60 days, including the estimated fiscal impact as well as the proposed outcomes and performance indicators associated with the recommendations.

Key Educational Reform Issues

The following are key issues to be addressed as part of the comprehensive educational reform:

- Educational responsibilities
- Assessments and case planning
- Instructional programs and delivery

- Special education
- Number of regular teachers
- Classrooms and equipment
- Educational funding

Please refer to the Comprehensive Educational Reform Report (Attachment I) for a detailed description of each issue.

Vision of Comprehensive Education Reform

As probationers enter the juvenile justice system, it is clear that many have been neglected for years, are educationally disadvantaged, and one-third or more have specific learning disabilities or other special education needs. Consequently, as noted in the report, some of the key visions are to have:

- An instructional program that is not only accredited but includes high expectations and educational standards and outcomes for all students, so that youth are well equipped to succeed in school, at work, and in life. The Committee identified four educational pathways to accomplish this purpose.
- The delivery of educational services to youth in the County's juvenile halls and camps based on comprehensive assessments of their criminogenic, educational, health, and mental health needs and case plans, including individual learning plans (ILPs) for educational services that are customized to address each student's strengths, needs, and responsivity issues. It is also necessary to have seamless case management services.
- The provision of adequate special education services, in compliance with the Individuals with Disabilities Education Improvement Act, including timely assessments of specific learning disabilities or other special education needs, development of Individualized Education Plans (IEPs) and Positive Behavior Intervention Plans (PBIPs), and a continuum of services and placements to meet specific learning disabilities and other special education needs.
- A quality educational system within the juvenile halls and camps that is not just limited to the legally required 240 minutes or Board-approved policy of 300 minutes of classroom time per weekday, but is part of case plans that are the "whole cloth" for improving the development of youth during and after their stays in juvenile halls and/or camps. Because all minors have a right to an opportunity for obtaining a quality life-long education, this should not be diminished by the circumstances of their detention in one of the juvenile facilities.

Expectations as a Result of Educational Reform

The Committee has developed a comprehensive vision of educational reform and key issues and recommendations for each of the areas of the Report. Full implementation of the recommendations will provide youth and emerging adults (18-25 year olds) with opportunities to:

- Receive comprehensive assessments of their criminogenic, educational, health, and mental health needs.
- Receive case plans including ILPs or IEPs for educational services that are customized to address their needs, strengths, and responsivity issues.
- Have access to and counseling for one or more of the following four educational pathways based on their strengths, interests, abilities, motivation, and achievement levels:
 1. Obtaining a high school diploma and passing the California High School Exit Examination (CAHSEE);
 2. Obtaining a General Education Development (GED) certificate;
 3. Completing Career Technical Education (CTE) or vocational educational (VE) programs in camp for preparation of formal apprenticeships and/or employment in the community; and/or
 4. Have opportunities to attend two or four-year colleges.

All four of the preceding educational pathways are intended to provide avenues for youth and emerging adults to acquire the education needed to obtain gainful employment and to become productive members of their communities.

- Benefit from the County's continuing and expanded commitment to improving the literacy of both juvenile and emerging adult probationers.
- Have timely access to special education assessments and a full continuum of services and placements to address the specific learning disabilities and other special education needs, identified in IEPs that seem to be quite prevalent among these youth and emerging adults.
- Have access to quality classrooms, educational materials, computer equipment, and other technologies that facilitate interactive learning by doing (Learning Style 3), as well as more traditional classroom instruction (Learning Style 2) that emphasize lecture, reading assignments, other homework, and testing.

- Have access to quality career technical educational and vocational education programs that prepare youth and emerging adults in various areas including formal apprenticeships and/or employment in the construction trades, media production, and culinary arts to earn a living and thereby support themselves and their families.
- Have access to both classroom and after-school tutors and mentors that provide these youth and emerging adults with nurturing support that many have been missing for all or most of their young lives.
- Receive updated case plans and integrated transition services to help these youth and emerging adults move from juvenile halls and camps back to their families and communities.

Memorandum of Understanding

The Probation Department and LACOE have signed a Memorandum of Understanding (MOU) (Attachment VI) stating that both parties agree to work collaboratively to implement the aforementioned education reform recommendations. Specifically, the MOU calls for (a) monthly on-site meetings of the Probation Department and LACOE line staff to address and resolve educational service delivery issues; (b) have periodic executive meetings between the Chief Probation Officer, LACOE Superintendent, and key staff from both agencies to address and resolve larger implementation issues; and (c) provide joint quarterly progress reports to the Board of Supervisors and the Los Angeles County Board of Education. In addition, the Probation Department and LACOE are developing a "report card" that can be used to inform your Board and the Los Angeles County Board of Education on the progress being made in executing the MOU.

Recommendation for Additional Ordinance and Budgeted Positions

As a result of the Comprehensive Educational Reform effort, the Probation Department is requesting the following three (3) ordinance and budgeted positions: one (1) Senior Probation Director; one (1) Program Analyst, Probation; and one (1) Senior Secretary III. These positions are necessary to enable the Probation Department to establish a formal structure and move towards effective implementation of the recommendations. The Senior Probation Director, or a County position at this level, is necessary to enable the Probation Department to recruit and hire an individual to serve as a senior staff advisor to the Chief Probation Officer on education matters and as the Probation Department's chief liaison in working with LACOE management and staff in

implementing comprehensive educational reform in the juvenile halls and camps. This position will require a fully credentialed, highly-qualified education expert to report directly to the Chief Probation Officer to handle the increased workload associated with administering this highly diversified, major function. The Probation Department's Director of School Services would liaison with LACOE's Assistant Superintendent, Educational Programs or his designee, that provides oversight of, and services to, the juvenile halls and camps and other educational service providers to ensure educational service consistency throughout the juvenile hall and camp systems.

The Probation Department currently does not have a manager dedicated to the coordination of educational services provided by LACOE, or any other potential provider. This task is primarily handled by the Probation Superintendent and/or Director of each facility who have many other collateral duties. Consequently, there exists a lack of consistency and limited coordination of basic educational services from classroom to classroom, and from facility to facility.

The Probation Department indicates that it would have been both helpful and efficient to have had a Director of School Services in place as the Probation Department met the challenges of the many and varied DOJ matters that dealt with issues such as constitutionally-based educational rights, Individual Educational Programs, Special Education, educational assessments, and developmental disabilities. Learning Rights issues are an emerging focal point, not only for the DOJ, but for other advocacy groups such as the Youth Law Center, Learning Rights Law Center, and Public Counsel. Having a Director of School Services on board to address these emerging advocacy concerns, as well as basic school services issues that frequently end up being addressed by the Superintendent of Schools or the Chief Probation Officer is anticipated to improve the operational efficiency of both agencies. In addition, the Senior Secretary III and Program Analyst, Probation positions are necessary to provide clerical and administrative support, respectively, to the management position.

Recommendation to Contract with The Resources Company

The Department is requesting Board approval to contract with TRC on a sole source basis to provide consultation and project management services related to the implementation and monitoring of the 35 education reform recommendations. TRC will also be responsible for assisting the Probation Department and LACOE in exploring and developing three (3) initiatives for improving educational services in the juvenile halls and camps and to integrate implementation of educational reform recommendations with the implementation of evidence-based treatment and other services in the halls, camps, day reporting centers, and the community.

Implementation of Strategic Plan Goals

The recommended actions are consistent with the principles of County Strategic Plan Goal 1: Service Excellence; Goal 3: Organizational Effectiveness; Goal 5: Children and Families' Well-being; and Goal 7: Public Safety. Specifically, all four educational pathways previously identified are intended to provide avenues for youth and emerging adults to acquire a quality education needed to obtain gainful employment and to become productive members of their communities. A key goal is attaining the expectation that minors return to their school of residence if doing so is the best way to accomplish the educational objectives in their respective case plans.

FISCAL IMPACT/FINANCING

The Probation Department requires \$341,000 of ongoing funding and \$280,000 of one-time funding for a total of \$621,000 for this project. For FY 2008-09, the \$621,000 Appropriation Adjustment (Attachment VII) will transfer the required appropriation from PFU to Probation's operating budget.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On June 19, 2007, on motion of Supervisor Knabe, as amended by Supervisor Antonovich, the Board instructed the Chief Probation Officer, in collaboration with the LACOE Superintendent of Schools, Los Angeles County Board of Education, Probation Commission, County Librarian, Director of Mental Health, Children's Planning Council, the CEO, and the Los Angeles County Education Coordinating Council to: 1) develop a comprehensive plan to dramatically reform education programs in the County's juvenile halls and probation camps, including an exploration of the feasibility of charter schools and other innovative models of education, i.e., the expansion and enhancement of vocational schools and partnerships with community colleges; and 2) report back to the Board every 60 days with progress reports.

The Comprehensive Education Reform Committee was formed, is chaired by the Chief Probation Officer, and includes representatives from the various departments and agencies identified by your Board and other departments or agencies deemed appropriate and that expressed an interest in this effort, i.e., the Juvenile Court, Department of Children and Family Services, the Learning Rights Law Center, TRC, and RT Consulting, Inc. The Probation Department has submitted six 60-day progress reports to your Board which have provided an overview of the Committee's work and presentations conducted at 22 Comprehensive Education Reform Committee meetings held thus far.

Legislation Needed to Revamp Current JCCS Funding Model

The Committee recommends that the County support LACOE's desire to seek legislation to revamp the current funding of Juvenile Court Schools (JCS), which is based on average daily attendance in the juvenile halls and camps, to one that is based on a residential service delivery model and reflects the total costs of providing educational services in the juvenile halls and camps throughout the County. This recommendation is before your Board

CONTRACTING PROCESS

As previously indicated, authorization is being recommended for the Chief Probation Officer to prepare, negotiate, and execute a sole source contract substantially similar to Attachment IV with TRC, upon approval as to form by County Counsel, to provide assistance to the Probation Department for implementing the comprehensive educational reform recommendations. Consistent with your Board's revised February 6, 2008, Sole Source Contracts Policy, a completed Sole Source Checklist is provided (Attachment V).

In addition, the Probation Department and LACOE intend to submit a final implementation action plan within 60 days contingent on your Board's approval of the Comprehensive Educational Reform Report.

IMPACT ON CURRENT SERVICES

Approval of the Committee's recommendations and implementation of the preliminary action plan will enhance opportunities for youth in our juvenile halls and camps to become more engaged in their education by having multiple pathways available that emphasize the value of work and help youth and emerging adults develop good work habits and occupational skills which are proven to reduce recidivism and provide for healthier and safer communities.

CONCLUSION

The Comprehensive Educational Reform Report and its supporting documents provide a vision of an effective educational system in our juvenile halls and camps, and that the short-term, preliminary implementation action plan includes appropriate steps to dramatically reform education programs for the minors in the County's juvenile halls, probation camps and emerging adults under Probation's care and custody.

The Committee will continue to work on a comprehensive, long-term implementation action plan and will report back to your Board within 60 days.

Respectfully submitted,



WILLIAM T FUJIOKA
Chief Executive Officer

WTF:SRH:RDC
RBT:yjf/llm

Attachments (7)

- c: Honorable Michael Nash, Presiding Judge, Juvenile Court
- Sachi A. Hamai, Executive Officer, Board of Supervisors
- Robert B. Taylor, Chief Probation Officer
- Raymond G. Fortner, Jr., County Counsel
- Wendy Watanabe, Acting Auditor-Controller
- Dr. Darline P. Robles, Superintendent, Los Angeles County Office of Education
- Leslie K. Gilbert-Lurie, President, Los Angeles County Board of Education
- Clay Hollopeter, President, Probation Commission
- Margaret Todd, County Librarian
- Dr. Marvin J. Southard, Director, Department of Mental Health
- Dr. Sharon Watson, Executive Director, The Children's Council of Los Angeles County
- Jose Huizar, Chair, Los Angeles County Education Coordinating Council
- Trish Ploehn, Director, Department of Children and Family Services
- Judy Hammond, Public Information Officer, Chief Executive Office

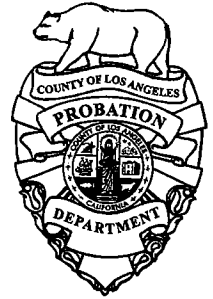


ROBERT B. TAYLOR
Chief Probation Officer

COUNTY OF LOS ANGELES PROBATION DEPARTMENT

9150 EAST IMPERIAL HIGHWAY — DOWNEY, CALIFORNIA 90242

(562) 940-2501



October 3, 2008

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, California 90012

Dear Supervisors:

COMPREHENSIVE EDUCATIONAL REFORM REPORT

On behalf of the Comprehensive Educational Reform Committee established by your Board, I am pleased to submit this Comprehensive Educational Reform Report for your Board's consideration.

Overall, the report has been well received by numerous stakeholders who support the implementation of the Committee's recommendations that we believe are necessary to effectively engage probation youth in education and to improve their opportunities for becoming successful and fully reintegrated into our communities.

The Probation Department's primary goal is to increase public safety through reduced recidivism and to effect positive behavioral change among probationers. Inherent in this goal is the belief that all minors have the right to obtain a quality education. It is essential to improve educational standards and outcomes for probation youth, so that they are fully equipped to finish high school, go on to college, or join the workforce, with a goal of becoming productive members of society.

The Committee included representatives from the Los Angeles County Office of Education, Juvenile Court, Probation Commission, Children's Planning Council, Education Coordinating Council, Public Library, Department of Children & Family Services, Department of Mental Health, Chief Executive Office, the Learning Rights Law Center, The Resources Company, and RT Consulting Group, Inc.

The Honorable Board of Supervisors

October 3, 2008

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I would like to take this opportunity to publicly thank all of the Committee participants and my staff for their participation in the 22 Committee meetings held and their work in drafting, reviewing, and revising previous versions of the Committee's report. Their collective focus on best practices, high standards, accountability and collaboration between Probation and LACOE, is commendable and was very much appreciated.

Committee participants are both enthusiastic and energized to implement the 35 recommendations in the report, and believe that there would be value to periodic work group meetings of the Committee to provide implementation oversight. We plan to provide your Board with a final implementation action plan in December 2008. Collectively, we believe that implementation of the vision and recommendations in the attached report will significantly improve the quality of education for youth in our juvenile halls and camps.

Sincerely,

A handwritten signature in black ink that reads "Robert B. Taylor". The signature is written in a cursive, flowing style.

ROBERT B. TAYLOR
Chief Probation Officer

c: All Committee Participants

COMPREHENSIVE EDUCATIONAL REFORM REPORT

**Comprehensive Educational Reform
in the Los Angeles County
Juvenile Halls and Camps**

***“Quality Education Services: A Vital Means of
Empowering Youth and Emerging Adults
to Rebuild Their Lives”***

**A Report for the Los Angeles County Board of Supervisors by
the Comprehensive Educational Reform Committee**

October 3, 2008

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EXECUTIVE SUMMARY

On June 19, 2007, on motion of Supervisor Don Knabe, as amended by Supervisor Michael D. Antonovich, the Los Angeles County Board of Supervisors (BOS) directed the Probation Department, in collaboration with a number of external stakeholders, to develop a comprehensive plan to dramatically reform education programs in the County's juvenile halls and probation camps. The Comprehensive Educational Reform Committee was formed and chaired by the Chief Probation Officer, and included representatives from the Los Angeles County Office of Education (LACOE), Juvenile Court, Probation Commission, Children's Planning Council (CPC), Education Coordinating Council (ECC), Public Library, Department of Children & Family Services (DCFS), Department of Mental Health (DMH), Chief Executive Office (CEO), the Learning Rights Law Center, The Resources Company, and RT Consulting Group, Inc.

EDUCATION IN OUR JUVENILE HALLS AND CAMPS

One of the missions of the Probation Department is to increase public safety through reduced recidivism and to effect positive behavioral change among probationers. Inherent in this is the belief that all youth have the right to obtain a quality education. Further, it is essential to improve educational standards and outcomes for probation youth, so that they are fully equipped to perform capably whether they leave camp to finish high school, go on to college, or join the workforce. The ultimate goal is for these young people to become productive members of society.

However, youth who come to juvenile halls and camps are often high-risk teenagers, subjects of neglect, and frequently educationally disadvantaged. It is a basic promise in America that all youth will receive a quality education and this includes youth in our detention facilities who are already disadvantaged and who will be returning to our communities. Whether techniques and policies and procedures that arguably may work in some of our community schools will work for our at-risk youth is a fundamental question. It is an obvious likelihood that effective schools will reduce the number of at-risk youth. It is also likely that improved educational opportunities will improve the chances of youth being successful and fully reintegrating into the community.

Various studies have shown that recidivism decreases when educational opportunities increase. The real issue is the kind and quality of learning experience that our youth will most likely receive to lead to favorable results. Data going back more than 20 years have predicted the powerful determinants for poor performance, and we are seeking through these reform recommendations to change those determinants and improve performance. We view the youth's engagement in a quality education as a unique opportunity for many of our youth to get back on track to meaningful, productive lives.

Within the lifetime of most of us, fields like technology, transportation, medicine, and energy have changed significantly. At the same time, we have witnessed that profound advances in photography, printing, motion pictures, audio and video tape recording, and

miniaturization of electronic circuitry (which made possible everything from iPods to satellite communication) have revolutionized our world. From tubes to transistors to chips, our world has changed. We need to reflect on what technology has done to humankind in terms of our constant quest for knowledge and think of the possibilities for improving the delivery of education to those youth in our juvenile halls and camps.

Most of what we have called formal education in the past was intended to imprint on the human mind all of the information that we might need. Education was geared toward information storage. Today, it is neither possible nor necessary to view education in that narrow context. Rather, students need to be taught how to access and process information that is stored, transferred and shared through technology. Education needs to be geared toward the handling of data rather than the accumulation of facts. While this might be viewed as simply a relevance marker, it actually goes to the heart of recognizing the individual needs of our students and the need for quality education.

When youth leave juvenile camps, where the delivery of quality services – including education – is expected, they must be prepared for the onslaught of challenges that lie before them; these include family, peer and educational issues. All of these challenges must be addressed in an integrated but customized manner based on the total needs of each youth, as each is an individual and different.

VISION OF COMPREHENSIVE EDUCATIONAL REFORM

Our vision of comprehensive educational reform is a system in which the Probation Department, under the jurisdiction of the Juvenile Court, has responsibility and accountability for youth and emerging adults (age 18 to 25) while they are under the care of Probation. This vision recognizes that the pathways to education are not limited by what is termed a traditional comprehensive high school education and includes both youth and emerging adults:

- Receiving 1) comprehensive assessments of their criminogenic, educational, health, and mental health needs, and 2) case plans including Individual Learning Plans (ILPs) or Individualized Education Programs (IEPs) for educational services that are customized to address their needs, strengths, and responsivity issues.
- Having access to, and counseling about, one or more educational pathways based on their strengths, interests, abilities, motivation, and achievement levels:
 - Obtaining a high school diploma and passing the California High School Exit Examination (CAHSEE);
 - Obtaining a General Education Development (GED) certificate;
 - Completing Career Technical Education (CTE) or Vocational Educational (VE) programs in preparation for formal apprenticeships or employment, including jobs that could help support them while attending college or other higher education programs; and
 - Having opportunities to attend two- or four-year colleges.

All four educational pathways are intended to provide avenues for youth and emerging adults to acquire the education needed to obtain gainful employment and to become productive members of their communities. As such, they all need to emphasize the value of work and to help develop good work habits, as well as occupational skills, among these youth and emerging adults.

- Benefiting from the County's continuing and expanded commitment to improving the literacy skills of both juvenile and emerging adult probationers.
- Having timely access to special education assessments with a full continuum of services and placements to address the specific learning disabilities and other special education needs, as identified in IEPs.
- Having access to quality classrooms, educational materials, computer equipment, and other technologies that facilitate interactive learning by doing (Learning Style 3), as well as more traditional classroom instruction (Learning Style 2) that emphasizes lecture, reading assignments, homework, and testing.
- Having access to quality CTE and VE programs that prepare youth and emerging adults for formal apprenticeships and/or employment in the construction trades, media production, culinary arts, etc., to earn a living by which they could support themselves and their families.
- Having access to both classroom and after-school tutors and mentors that provide the youth and emerging adults with nurturing support that many have missed for all or most of their young lives.
- Having access to a variety of needed support services that are aligned with individual case plans.
- Receiving updated case plans and integrated transition services to help the youth and emerging adults move from juvenile halls and camps back to their families and communities.

Comprehensive educational reform must emphasize the building of healthy lives and creating new opportunities for youth and emerging adults. To achieve this goal, Probation is changing the ways in which the Department manages and supervises youth in juvenile halls and camps, and Probation and LACOE are making education a fundamental element of the daily experience of detained youth – both inside and outside the classroom.

With continued collaboration from LACOE and other key stakeholders, implementation of the above vision will enable youth to maximize their potential and become productive contributing members of the community, and we may realize a reduction in recidivism among both youth and emerging adults in Los Angeles County.

EVIDENCE-BASED PRACTICES (EBP) IMPLEMENTATION

Development and implementation of comprehensive educational reform in the juvenile halls and camps cannot occur in a vacuum. It must be a genuine, collaborative effort of all key stakeholders. Within an educational context, evidence-based practices (EBP)

can be viewed in a number of communities and at the What Works Clearinghouse (WWC, www.whatworks.ed.gov), part of the U.S. Department of Education that reviews programs operating within the United States. The reviewed programs provide a mix of services, such as counseling, mentoring, school restructuring, curriculum redesign, financial incentives, and community services to mitigate factors impeding academic success.

The Probation Department committed in August 2006, to Department-wide implementation of EBP programs, supervision, and management throughout juvenile and adult probation services. The thrust of EBP is to transform juvenile (and adult) probation from a system of punishment and incarceration to one that emphasizes treatment, rehabilitation, and development of probationers and their families. For comprehensive educational reform in our juvenile halls and camps to be a part of this, it must be integrated with:

- Training of juvenile hall and camp staff in EBP staff skills, such as Core Correctional Practices (CCP), Motivational Interviewing (MI), and Effective Case Management (ECM);
- Implementation of EBP interventions – essentially cognitive restructuring and cognitive-behavioral skills training – that address the criminogenic needs of youth in the halls, camps and in the community; and
- Development and delivery of enhanced health and mental health support services to address responsivity issues of youth in the halls, camps, and in the community.

Integration of the above training and services is essential to serve these youth, emerging adults, and their families in a holistic manner.

SUMMARY OF KEY EDUCATIONAL REFORM ISSUES

The Committee has identified 37 key issues to be addressed as part of comprehensive educational reform by the Probation Department, LACOE, and educational service providers. The following provides a brief summary of these issues.

- **Educational responsibilities.** Committee participants were unanimous about the need to focus educational reform on youth in the juvenile halls and camps. This requires: (a) clarifying the roles and responsibilities of parents/caregivers, the Juvenile Court, the Probation Department, LACOE, and educational service providers about their involvement in the adjudication, school enrollment, assessment, detainment, and release of youth in juvenile halls and camps; and (b) educating parents/caregivers, probation officers, and education service providers in the preservation of the educational rights of parents/caregivers of dependent and delinquent youth.
- **Assessments and case planning.** Committee participants were also unanimous in their agreement on the need for: (1) timely and comprehensive assessments of the criminogenic, educational, health, and mental health needs of youth in the juvenile halls and camps; and (2) integrated case plans – including ILPs or IEPs for educational services – that are customized to address the strengths, needs, and

responsivity issues of these youth. Committee participants were also unanimous in emphasizing the need for electronic data exchange of educational records that are current and complete, so that these youth (a) receive all the academic credits they have earned and (b) can proceed without delay with their high school education upon entering a camp or returning to the community. The key issues here center on timely implementation of the processes and systems to support proposed assessments and case planning, some of which are already underway.

- **Instructional programs and delivery.** Juvenile Court Schools currently operate under the philosophy of a comprehensive high school core curriculum that conforms to State content standards. However, the resulting instructional program and delivery are not consistent with (a) the Committee's vision of alternative educational pathways and (b) the need for alternative instructional methods for the youth in juvenile halls and camps. Typically, these youth have failed in the Learning Style 2 approach (lecture, homework and testing) of their neighborhood high schools and/or JCS schools in camps and/or the community. Many of them are likely to do better under a Learning Style 3 approach (interactive learning by doing). Consequently, there is a need to try new approaches to our instructional programs.
- **Special education.** LACOE's October 31, 2007 report to the Board of Supervisors indicates that, at a minimum, approximately one-third of the incarcerated population requires special education services. This may be an understatement of the actual number of youth with specific learning disabilities and/or other special education needs. In any case, the key issues here involve comprehensive assessments of learning disabilities and other special education needs, timely development of IEPs, positive behavioral intervention plans (PBIPs), and provision of a continuum of services within the juvenile halls, camps, and the community.
- **Number of regular teachers.** As part of the Committee's work, LACOE identified the number of JCS full-time and substitute teachers working in the juvenile halls and camps:
 - With an average daily population (ADP) of 1,670 minors in the juvenile halls, there is a student-to-teacher ratio of 19.4:1 (just regular teachers/FTEs, not counting substitutes); a ratio of 17.9:1 (adding counselors); and a ratio of 9.7:1 (adding paraeducators). However, it should be noted that neither counselors nor paraeducators are certificated by the State to teach classes.
 - With an ADP of 1,477 minors in the juvenile camps, there is a student-to-teacher ratio of 15.6:1 (just regular teachers/FTEs, not counting substitutes); a ratio of 14.8:1 (adding counselors); and a ratio of 14.5:1 (adding paraeducators).

There appear to be adequate numbers of teachers, counselors, and paraeducators in both the juvenile halls and camps. However, due to the 12-month school year and the need for staffing year-round, there has long been a concern about the number of substitute teachers utilized in the juvenile halls and camps. The issue is that having a significant number of substitute teachers disrupts the learning relationships – called the “therapeutic alliance” in EBP treatment – between regular teachers and the youth, many of which have not had significant role models in their lives.

- **Classrooms and equipment.** As part of the Committee’s work, Probation and LACOE reviewed the number of JCS classrooms in the juvenile halls and camps and identified the number of serviceable computers available to youth. These surveys indicated the need for Probation to budget funds for (a) ongoing maintenance and repair of classrooms in the juvenile halls and camps; and (b) acquisition/upgrade of computers, particularly at Central Juvenile Hall and at Camps Mendenhall, Scott, Scudder, and Routh.
- **Educational funding.** Many, but not all, of the 37 key issues identified in this report can be associated with the current level of funding for JCS schools in the juvenile halls and camps. Adjusted for the year-round nature of these JCS schools, the Average Daily Attendance (ADA) funding is essentially the same as that for all public schools in Los Angeles County. However, the academic grade levels of the youth entering the juvenile halls and camps and the prevalence of their specific learning disabilities and other special education needs all result in significantly higher costs of providing educational services to this population compared to other public high schools in Los Angeles County. However, LACOE indicates that it does not have access to financial resources beyond the ADA funding and grants that it currently receives.

Existing Welfare and Institutions Code (WIC) and Education Code provisions have created obstacles to achieving the recommended vision of comprehensive educational reform, and arguably have resulted in ambiguity regarding who is ultimately responsible and accountable for:

- Establishing the outcomes and performance indicators that govern the provision of educational services within the schools in the juvenile halls and camps;
- Developing, monitoring, and updating integrated case plans – including an Individual Learning Plan (ILP) or an Individualized Education Program (IEP) – for each youth in the juvenile camps and in juvenile halls;
- Integrating staff training that focuses on developing ILPs and IEPs in the context of juvenile case plans;
- Advocating for youth with special education needs when they do not have parents or other caregivers to do so for them;
- Managing the transition of all services, including educational services, when youth move from their communities to juvenile halls, juvenile camps, and back to their communities.

Probation and LACOE have replaced an existing memorandum of understanding (MOU) to clarify responsibilities and accountability for educational outcomes and performance. Probation and LACOE are now developing a “report card” to be completed and presented to the Board of Education and the Board of Supervisors on a quarterly basis.

SUMMARY OF EDUCATIONAL REFORM RECOMMENDATIONS

As indicated above, the Committee has identified 35 recommendations for comprehensive educational reform in the juvenile halls and camps by the Probation

Department, LACOE, and educational service providers. The recommendations fall into the following seven categories:

1. **Educational responsibilities:** Clarifying the responsibilities of parents and other caregivers, the Juvenile Court, Probation, and educational service providers in the education of youth in the juvenile halls and camps. Ensuring parent or caregiver involvement throughout the process of each youth's adjudication, school enrollment, assessment, detainment, and release, because such involvement is critical in ensuring the healthy development of youth. Educating and training parents and other caregivers about the juvenile justice system, the legal and educational rights, as well as their involvement in the assessment, case planning, and transitional planning processes to better enable them to carry out their educational responsibilities for their children and youth.
2. **Educational assessments and case planning:** Implementing identified changes in assessments, integrated case planning, outcome reporting, and academic records management systems and processes. Establishing a means to ensure effective collaboration among Probation, other County departments, LACOE, and educational service providers in these areas.
3. **Instructional programs and delivery:** Redesigning instructional programs to provide the alternative educational pathways identified in this report. Restructuring the JCS curriculum in the juvenile halls and camps. Piloting one or more educational alternatives in the juvenile camps and in the community:
 - Partnering with neighborhood public schools to create a place for youth returning from juvenile camps to continue in a consistent instructional environment.
 - Partnering with one or more of the 40 WorkSource/One-Stop Centers throughout Los Angeles County to provide CTE/VE in conjunction with academic and pre-apprenticeship programs in camps and apprenticeships and/or jobs in the community.
 - Collaborating with LACOE to establish a dependent charter school for juvenile girls at Camps Scott and Scudder in the Santa Clarita Valley.
4. **Special education:** Providing a full continuum of services and placements (resource specialists, special day classes, etc.) required under State law, regardless of whether or not these youth attended public schools before they were detained, ordered to camp, or released into the community. In some cases, the nature or costs of required special education services may be prohibitive in the juvenile halls and camps, and this may mean that affected youth should not be detained in juvenile hall or ordered to camp.
5. **Programming for during/after-school hours and weekends:** Restructuring camp and classroom schedules, so there is more time for (a) individual program treatment; (b) homework, tutoring, and educational enrichment; and (c) other activities (aligned with youths' individual case plans) before or after class and on weekends.
6. **Educational facilities, classroom space, staffing and funding:** Providing classrooms that are of adequate size, safe, clean, well-maintained, free of graffiti,

and surrounded by attractive grounds, so that youth have an appropriate space in which to learn. Ensuring that there is an adequate number of teaching, special education, psychological, and counseling staff to meet the needs of the students in small classroom settings in which youth can be provided the degree of personalized attention required by their case plans. Training of all educational service provider staff in EBP principles and staff skills, including holding them accountable for student learning through a periodic evaluation process that is tied to probation outcomes and performance indicators approved by the Board of Supervisors. Supporting LACOE's proposed legislation to revamp the current JCS funding model, which is based on ADA, to one that (a) is based on a residential service delivery model, (b) reflects the costs to attract quality teachers to work in the remote locations of the juvenile halls and camps throughout the County, and (c) fully funds education services, particularly special education, that students are legally entitled to receive.

7. **Quality assurance and program evaluation:** Establishing quality assurance (QA) processes/systems that emphasize true learning, high expectations, and achievement of meaningful educational outcomes rather than a singular focus on test scores and graduation rates. Ensuring that Probation, LACOE, and all educational service providers are collectively accountable for learning development by youth in juvenile halls and camps through consistent use of performance indicators and outcome evaluation processes.

RELATED REPORTS AND RECOMMENDATIONS

This report also reflects and builds on findings, conclusions, and recommendations included in the following 10 reports previously submitted to your Board by the:

- Children's Planning Council, "Youth in the Los Angeles County Juvenile Justice System: Current Conditions and Possible Directions for Change" (April 2006);
- Children's Planning Council, "Youth in the Los Angeles County Juvenile Justice System: Follow-up Recommendations" (June 12, 2007);
- Department of Children and Family Services, "Guidelines for Academic Achievement" (2007);
- Education Coordinating Council, "Effective Characteristics of Programs Working to Close the Achievement Gap for At-Risk Youth" (July 2005);
- Education Coordinating Council, "Expecting More, A Blueprint for Raising the Educational Achievement of Foster and Probation Youth" (February 2006);
- Education Coordinating Council, "Educational Status of Probation Youth Enrolled in Los Angeles County Office of Education Programs" (April 2006);
- Legislative Analyst's Office, "From Cellblocks to Classrooms: Reforming Inmate Education to Improve Public Safety" (February 2008);
- Los Angeles County Civil Grand Jury 2007-2008 Report (June 1, 2008);
- Los Angeles County Office of Education, "Response to the Children's Planning Council's June 12, 2007 Report" (October 31, 2007); and

- United States Department of Justice, “Seventh Semi-Annual Monitoring Report for the Memorandum of Understanding between the United States, Los Angeles County and the Los Angeles County Office of Education” (June 18, 2008).

APPROVAL AND IMPLEMENTATION OF RECOMMENDATIONS

The Chief Probation Officer plans to present the Comprehensive Educational Reform Report to the Board of Supervisors in September 2008, and has vetted the issues and draft recommendations with both internal and external stakeholder groups:

- Los Angeles County Children’s Planning Council (January 23, 2008)
- Los Angeles County Education Coordinating Council (January 31, 2008)
- Los Angeles County Board of Education (February 12, 2008)
- Los Angeles County Probation Commission (February 13 & 27; March 12, 2008)
- CEO Public Safety Cluster (February 25, 2008)
- Community Corrections Collaborative Conference II (March 17, 2008)
- Deputy CEOs for Public Safety and Children and Families’ Well-Being (April 23, 2008)
- Probation Department Directors and Managers (May 5, 2008)
- CEO’s Public Safety Policy Committee (June 9 and June 16, 2008)
- Probation Department Supervisors (July 11, 2008)
- Los Angeles County Board of Education (July 15, 2008)
- CEO’s Public Safety Cluster (August 13, 2008)

Probation staff and consultants also developed a preliminary action plan to implement the 35 recommendations and reviewed it with the Committee finalizing the draft report. Probation and LACOE will establish a final action plan within 60 days of the Board’s approval of the final report.

Overall, all Committee participants believe the County should begin comprehensive educational reform by focusing on (a) implementing this report’s 35 recommendations for which there is overwhelming support and (b) memorializing appropriate changes in the Probation–LACOE memorandum of understanding to ensure that successful reforms are effectively sustained in the long run.

RECOMMENDATIONS

The matrices on the following four pages provide the 35 recommendations contained in this report. They also suggest the organizations that should be responsible for implementing the recommendations and target dates to complete further detailed planning for and/or to begin implementation of the recommendations.

Report Section/Recommendation					Responsibility	Target Date
No.						
I. Educational Responsibilities						
1	Recruit and hire a Director of School Services to serve as a senior staff advisor to the Chief Probation Officer on education matters and to serve as the Department's chief liaison in working with LACOE management and staff in implementing comprehensive educational reform in the juvenile halls and camps.				Probation	Feb. 2009
2	Implement the use of multi-disciplinary teams to conduct comprehensive assessments of youth with the participation of the Juvenile Court; parents, other caregivers, or surrogates; educational service providers; and Probation.				Probation/ JCHS/DMH/ LACOE	June 2009 (underway)
3	Ensure parent or caregiver involvement throughout the process of a youth's adjudication, school enrollment, assessment, detainment, and release, because such involvement is critical in ensuring the healthy development of youth. Develop strategies to increase parent involvement, and educate and train parents about the juvenile system, educational rights, and processes. Provide parents or surrogates with the necessary support, tools, and training, regarding (a) the judicial process, the legal and educational rights of their child and (b) involvement in assessment, case planning, and transitional planning to better enable them to carry out their responsibilities.				Probation/ LACOE	Dec. 2009
4	Work with judicial officers and educational service providers to ensure timely determinations of the holders of educational rights.				Probation	June 2009
5	Work with judicial officers to identify and assign qualified and appropriate surrogates or educational representatives, when necessary, to serve in place of the absent parent as advocates for youth in juvenile halls and camps.				Probation	Feb. 2009
6	Train probation officers to serve as advocates for youth throughout their detainment and as they transition back to the community.				Probation	May 2009
7	Develop, implement, and continuously improve performance measurement systems to establish accountability for all participants in the educational system for youth in juvenile halls and camps. Establish a Research Advisory Committee that includes representatives from LACOE and Probation to advise both departments on improving the educational performance measurement system over time.				Probation, LACOE, Research Advisory Committee	July 2009 (underway)
II. Educational Assessment and Case Planning						
8	Work with the Juvenile Court to ensure timely and comprehensive assessments of the criminogenic, educational, health, and mental health needs of youth in juvenile halls and camps as well as strength-based assessments of their interests and abilities. Utilize the educational checklists in the Bench Book for Education Issues in Dependency and Delinquency Courts to help do so. Revise the content of initial court reports on youth in juvenile camps to focus on assessment results and the integrated case plans, so that judicial officers have specific needs and objectives on which to base their camp orders.				Probation/ LACOE	Sep. 2009 (underway)
9	Provide additional educational psychologists (either employees and/or contractors) for the Camp Assessment Unit to conduct psychoeducational assessments of youth with suspected special education needs in a very timely manner.				LACOE	Aug. 2009

No.	Report Section/Recommendation	Responsibility	Target Date
	II. Educational Assessment and Case Planning, Cont'd.		
10	Work with the Juvenile Court to ensure timely development of an integrated case plan – including an individual learning plan for educational services – that is customized to address each student's needs and responsibility issues. Revise the content of final court reports on youth in juvenile camps to focus on aftercare case plans and transition back to the community, so that judicial officers have specific needs and objectives on which to base the camp-to-community transition programs (CCTP) portion of their camp orders.	Probation/ JCHS / DMH/ LACOE	Oct. 2009 (underway)
11	Integrate the camp-to-community transition programs of the Probation Department and LACOE (Assembly Bill 825), and prepare and train all staff including DMH and educational service providers to produce "meaningful" transitional plans that include: (a) Strength-based assessments of youth educational and employment needs; (b) Identification of needed community linkages and/or employment resources; (c) Admission and/or re-enrollment into an appropriate educational pathway; (d) Use of a "family conferencing" model; and (e) Safe and positive community and living arrangements.	Probation/ JCHS/DMH/ LACOE	Oct. 2009
12	Establish a comprehensive assessment center in which Probation, DMH and LACOE staff or contractors (a) conduct comprehensive assessments of criminogenic, educational, health, mental health, and parenting needs of youth ordered to camp and (b) develop initial case plans – including ILPs or IEPs for educational services – that are customized to address student needs and responsibility issues.	Probation/ JCHS/DMH/ LACOE	Dec. 2008 (underway)
13	Develop process and assign responsibility for shadowing, mentoring, counseling, and tracking youth during and after their stays in juvenile halls and camps.	Probation/ESPs / CBOs	May 2009
14	Utilize the new Dashboard Reporting System and Quality Assurances Services (QAS) staff and processes to help ensure that all youth in juvenile halls and camps receive (a) appropriate assessments of their criminogenic, health, mental health, and educational needs; (b) integrated case plans in a timely manner; and (c) treatment, education, and supervision services identified in their respective case plans.	Probation	July 2009 (underway)
15	Replicate the electronic data exchange (EDE) process/system which was recently implemented between LACOE and LAUSD, among other school districts within the County and the juvenile halls and camps to ensure timely transfer of school records both to and from juvenile camps and schools in the community. Explore expansion of the system to include tracking of educational performance after youth return from juvenile halls and camps to community schools to determine whether EBP treatment and educational services are successful over the long run.	Probation/ LACOE/ESPs / Research Adv. Committee	May 2009
16	Contract with educational consultants to help probation officers in the area offices assist youth receive services (including special education), ensure immediate enrollment upon release from camp, provide immediate assistance for suspended or expelled youth, and provide related training to area office staff.	Probation/CEO	Sep. 2009
17	Develop and implement a process for the Camp Assessment Unit to provide feedback to LACOE and applicable school districts regarding the results of comprehensive assessments of youth detained in juvenile hall or ordered to camp, so such organizations can reexamine and improve their own processes for assessing the health, mental, health and educational needs (including specific learning disabilities and other special education needs) of their students.	Probation/ LACOE/ESPs	May 2009

No.	Report Section/Recommendation	Responsibility	Target Date
	III. Instructional Program, Delivery and Materials		
18	Provide all students with access to four instructional pathways leading either to a high school diploma, a GED certificate, a vocational education certificate, and/or college preparation.	LACOE/ESPs	Jan. 2009 (underway)
19	Redesign the JCS curriculum to capitalize on integrated use of instructional minutes. Deliver the instructional program in a comprehensive, coordinated, collaborative way to more effectively use the school day as well as after school/weekend hours.	LACOE/Probation	June 2009
20	Implement a plan to coordinate camp curriculum, the use of instructional materials and resources so that youth transferring from site to site do not miss instruction and are able to experience continuity to their instructional program. Reduce the amount of student instructional time lost due to interruptions, missing class, arriving late, or being removed from class due to behavior problems and attending medical, dental, and court appointments; and other reasons as determined by Probation.	Probation/LACOE	Nov. 2008
21	Train teachers in developing and delivering thematic, collaborative, project- and problem-based, experiential types of lessons.	LACOE	Aug. 2009
22	Develop budget proposals to pilot several new instructional delivery models in the juvenile halls and camps as well as in the community, specifically: <ul style="list-style-type: none"> Establishing pilot charter schools at two camps – one dependent charter school for girls and one independent charter school for boys Partnering with neighborhood public schools to create a place for youth returning from juvenile camps to continue in a consistent instructional environment. Partnering with one or more of the 40 WorkSource/One-Stop Centers throughout Los Angeles County to provide CTE/VE in conjunction with academic and pre-apprenticeship programs in camps and apprenticeships and/or jobs in the community. 	Probation/ CEO/LACOE	Dec. 2009 (underway)
	IV. Special Education		
23	Ensure that the educational service providers are providing a full continuum of services and placements (i.e., resource specialists, special day classes, etc.) required under State law and based on an Individual Educational Program, regardless of whether or not youth attend a public school before they were detained, ordered to camp, or released into the community. For pupils who require a non-public school placement, the Juvenile Court should be made aware of that and take it into account in sentencing the youth.	LACOE	Oct. 2008 (underway)
24	Ensure that educational service providers are appropriately supporting special education students with behavioral problems by (a) conducting functional analysis assessments as required by law and (b) developing positive behavioral intervention plans consistent with the Hughes Bill. Emphasize the importance of keeping these youth in their high schools (rather than referring them out) and having counseling conference between school officials and parents/caregivers (rather than through probation officers) wherever possible.	LACOE	Mar. 2009 (underway)
25	Train probation officers both in camps and the community on special education and how to advocate for youth with IEPs, where necessary, so educational service providers can improve matching special education students with appropriate services before they enter juvenile halls and camps and when they transition back to the community.	Probation/ ESps	Aug. 2009

No.	Report Section/Recommendation	Responsibility	Target Date
	V. Programming for After School Hours and Weekends		
26	Restructure camp and classroom schedules so there is more time for (a) individual program treatment; (b) homework, tutoring, and educational enrichment; and (c) other activities (aligned with youths' individual case plans) before or after class and on weekends.	Probation/LACOE	Mar. 2009
	VI. Educational Facilities, Classroom Space, Staffing and Funding		
27	Maximize utilization of existing dedicated classroom space, including space currently being used for LACOE storage, as appropriate. Assess specific needs for additional classroom space by site and develop an implementation plan.	Probation/ LACOE/CEO	Apr. 2009
28	Utilize CEO/DPW report on camp reconfiguration to identify opportunities for establishing vocational education shops in juvenile camps; develop budget proposals to develop such space.	Probation/LACOE / CEO	Jan. 2009
29	Establish standards for the quantity and quality of instructional materials, equipment and technology in each classroom. Establish a capital budget to fund implementation over a three-year period.	Probation/ LACOE/CEO	Apr. 2009
30	Develop an educational staffing plan to ensure that there are adequate numbers of teaching, special education, assessment, counseling, and psychologist staff to meet the needs of youth in the juvenile halls and camps.	Probation/ LACOE/CEO	Apr. 2009
31	Develop and implement a training plan to ensure that all LACOE instructional staff are appropriately trained in evidence-based practices (EBP) principles and staff skills, such as Core Correctional Practices and Motivational Interviewing.	Probation/LACOE	Dec. 2009 (underway)
32	Develop a three-year financial plan of revenues and expenditures for educational services in the juvenile halls and camps. Ensure adequate funding levels to support LACOE's implementation of the three-year plan.	Probation/ LACOE/CEO	Apr. 2009
33	Seek State legislation to revamp the current JCS funding model, which is based on average daily attendance (ADA), to one that (a) is based on a residential service delivery model, (b) reflects the locations of the juvenile halls and camps throughout the County, and (c) fully funds educational services, particularly special education services, that students are legally entitled to receive.	Probation/ LACOE/CEO	June 2009
	VII. Quality Assurance and Program Evaluation		
34	Utilize the four (4) educational outcomes and eight (8) educational performance indicators proposed by the Probation Department for approval by the Board of Supervisors as the starting point for evaluating educational programs and contracts with educational service providers (not teachers). Expect these indicators to change over time based on lessons learned, and actively seek advice from the best researchers in Los Angeles County and beyond to help "grow" the performance measurement system quickly.	Probation/LACOE/ Research Adv. Committee	May 2009 (underway)
35	Amend the Probation Department's memorandum of understanding with LACOE and any existing and future contracts with educational service providers to require monthly or quarterly reporting of the prescribed educational outcomes and performance indicators.	Probation/LACOE	Dec. 2008

I. EDUCATIONAL RESPONSIBILITIES

VISION

A poorly planned, incoherent and poorly supported system of juvenile rehabilitation and education is like an instrument being played by a novice who hits all the wrong notes and puts the listener's nerves on edge. But, a well-delivered system of rehabilitation is like a harmonious melody—and what a pleasant sound!

We envision an effective, fully participatory educational system involving, at a minimum, the Juvenile Court; parents, other caregivers, or surrogates; LACOE, educational service provider(s); and Probation staff to ensure that youth in juvenile halls and camps achieve the outcomes set forth in their respective educational case plans. In particular, we envision a system in which the following stakeholders fully understand and effectively carry out the following responsibilities:

Parent / Caregiver Responsibilities

- Provide support for the education of their youth and participate in the educational case planning while they are incarcerated by advocating for their assessments, placements, and implementation of case plans and learning plans; and
- Participate in multidisciplinary team (MDT) meetings, case planning meetings, and/or IEP meetings related to their youth.

Juvenile Court Responsibilities

- Identify the holder of educational rights, actively look for a responsible adult to fill the role as educational representative, if available, or a qualified surrogate, when necessary, and serve as an advocate for the youth in juvenile halls and camps;
- Consider the criminogenic, health, mental health, and educational needs of students when making placement recommendations, including not sentencing youth to halls and camps, so that they may be placed in non-public schools;
- Educate hearing officers about the educational needs of probation youth, the parties responsible for meeting such needs, and the types of resources available to address such needs;
- Make periodic checks as to the educational progress of youth in juvenile halls and camps; and
- Hold all participants in the system accountable for timely assessment and the development and implementation of the educational plans to identify and address the needs of youth in juvenile halls and camps.

Probation Department Responsibilities

- Participate in placement decisions, and serve as advocates for the youth throughout their detainment and transition back to the community;
- Bring all youth residing in the halls and camps to school on time and ready to learn, recognizing the critical role that education plays in the life of youth;

- Ensure that educational plans and multi-disciplinary case plans including Transitional Independent Living Plans (TILPs) are developed and carried out;
- Ensure that transitions from incarceration to school and between schools occur smoothly and that student records follow in a timely manner; and
- Ensure that each court report addresses the youth's educational needs and accomplishments, as identified by the Bench Book for Education Issues in Dependency and Delinquency Courts.

LACOE / Educational Service Provider Responsibilities

- Provide an exemplary instructional program in a safe environment that is focused on appropriate individual student needs;
- Conduct the necessary educational assessments to adequately identify student needs, strengths, and responsivity factors;
- Ensure that students are enrolled in a timely manner;
- Provide appropriate number of instructional hours and link the instruction to student success to progress toward high school graduation, GED achievement, college acceptance, and/or a vocational education certificate;
- Communicate the educational progress and concerns of youth with all educational representatives involved with such youth;
- Provide Probation and the Juvenile Court with copies of youth school records, including grades, attendance, IEPs or ILPs, as needed for case planning and case management purposes;
- Ensure that the transfer of student records takes place in a very timely and efficient manner;
- Have current policies and procedures manual that clearly outlines staff/administrator responsibilities, school protocols, and ESP interfaces with Probation; and
- Have clear site policies and procedures to consistently implement current education and special education law.

BACKGROUND

As is the case with all K-12 schools, effective education requires a true collaboration among students and their teachers, parents or other caregivers. In fact, the County's Education Coordinating Council's Blueprint for Raising Educational Achievement includes the following two specific points about the need for such collaboration in its Seven Basic Agreements:

- **Parents and caregivers should be involved** in all aspects of their children's education; and
- **A shared understanding of educational responsibilities** must be achieved among all partners and groups who help to care for the youth, so that roles and responsibilities can be clarified and each group held accountable.

However, all too frequently, youth in our juvenile halls and camps come from single-parent, no-parent, and dysfunctional families that need to deal with their own issues of inadequate education, unemployment, substance abuse, presence of gangs in their neighborhoods, and other crime-producing factors. Too often, parents or other caregivers are not in a position to effectively advocate for these youth with their educational service providers.

The DCFS Guidelines to Academic Achievement for foster youth enumerate the following education rights of parents and other caregivers:

- Making decisions to help their youth learn in school;
- Deciding if it would be better for their youth to stay in the schools they attended before they were detained or to place them in other schools after release from juvenile halls or camps;
- Talking to teachers and principals about their youth's education, grades, and progress;
- Attending school meetings related to their youth (parent-teacher conferences, back-to-school nights, IEP meetings, student attendance review board meetings, etc.);
- Asking for tutoring and other available services to help their youth achieve grade level skills; and
- Asking for assessments to determine if their youth are eligible for special education services.

The above education rights of parents and other caregivers still apply to youth in our juvenile halls and camps.

KEY ISSUES

- Unless the juvenile court removes the right to make educational decisions on behalf of their youth from the parents, this right stays with parents of delinquent youth that are made wards of the court and ordered to the juvenile hall/camp. (WIC Section 726(b)). Currently, there is no effective process in place for communication from the juvenile court to the Probation Department and the school about whether the juvenile court has removed educational rights from the parents and, if so, to identify the person who has been named as the holder of educational rights. The Individuals with Disabilities Education Improvement Act (IDEIA) requires that the rights of youth be protected where parents cannot be identified or located or for youth who are wards of the state; IDEIA permits the educational agency to appoint a surrogate as allowed by state law (34 C.F.R. Section 300.519). Thus, under California law either the educational agency can appoint a surrogate (Government Code Section 7579.5) or a bench officer can appoint an "educational representative" to advocate for the youth (WIC Section 726(b)).
- LACOE teachers and principals are not currently, but need to be systematically involved in the MDT decision-making processes to (a) develop juvenile case plans

for the youth upon their arrival in camp and (b) update juvenile case plans for the youth prior to their release from camp.

- In many cases other than school-based probation, Probation and LACOE lack a well-integrated process for tracking the educational progress of youth with ILPs or IEPs. Such tracking and associated mentoring and monitoring are considered essential to keeping youth on a pathway to successfully complete their education, particularly after completion of probation. As part of education reform, the Probation Department is requesting a position that would enable the Department to recruit and hire an individual to function as a Director of School Services. The Probation Department's Director of School Services would liaison with LACOE's Assistant Superintendent, Educational Programs or his designee, that provides oversight of and services to the juvenile halls and camps and other educational service providers to ensure educational service consistency throughout the juvenile hall and camp systems.

RECOMMENDATIONS

1. Recruit and hire a Director of School Services to serve as a senior staff advisor to the Chief Probation Officer on education matters and as the Department's chief liaison in working with LACOE management and staff in implementing comprehensive educational reform in the juvenile halls and camps.
2. Implement the use of multi-disciplinary teams to conduct front and backend case assessments of youth with the participation of the Juvenile Court; a parent, other caregiver, or surrogate; the educational service provider; and Probation.
3. Ensure parent or caregiver involvement throughout the process of a youth's adjudication, school enrollment, assessment, detainment, and release, because such involvement is critical in ensuring the healthy development of youth. Develop strategies to increase parent involvement, and educate and train parents about the juvenile system, educational rights, and processes. Provide parents or surrogates with the necessary support, tools, training, and education to carry out their responsibilities. Examples include (a) education regarding the judicial process, the legal and educational rights of their child and (b) involvement in assessment, case planning, and transitional planning.
4. Work with judicial officers and educational service providers to ensure timely determination of the holder of educational rights.
5. Work with judicial officers to identify and assign qualified and appropriate surrogates or educational representatives, when necessary, to serve in place of the absent parent as advocates for youth in juvenile halls and camps.
6. Train probation officers to serve as advocates for youth throughout their detainment and as they transition back to the community, so that they are able to:
 - Facilitate communication between parents and other caregivers, schools, courts, and educational service providers;
 - Ensure the timely transfer of school records;

- Ensure appropriate transitional planning and community linkages to needed services; and
 - Ensure appropriate educational placement 30 days prior to the youth's release.
7. Develop, implement, and continuously improve performance measurement systems to establish accountability for all participants in the educational system for youth in juvenile halls and camps. Establish a Research Advisory Committee that includes representatives from LACOE and Probation to advise both departments on improving the educational performance measurement system over time.

II. EDUCATIONAL ASSESSMENT AND CASE PLANNING

VISION

We envision delivery of educational services to youth in the County's juvenile halls and camps based on (1) comprehensive assessments of their criminogenic, educational, health, and mental health needs and (2) case plans – including individual learning plans (ILPs) for educational services – that are customized to address each student's strengths, needs, and responsivity issues.

We envision an educational system in which there is electronic data exchange of educational records that are current and complete, so that these youth (a) receive all the academic credits they have earned and (b) can proceed without delay with their high school education upon entering a camp or returning to the community.

BACKGROUND

Camp Assessment Unit

The Probation Department is establishing a Camp Assessment Unit (CAU) at the Barry J. Nidorf Juvenile Hall in Sylmar. It needs the following Probation Department, Department of Mental Health, and LACOE staff:

Department	Classification	Existing Staff	Additional Staff Needed	Total
Probation	Camp Assessment Unit Director	1	0	1
Probation	Supervising Deputy Probation Officer	1	0	1
Probation	Deputy Probation Officer II	6	2	8
DMH	Clinical Psychologist	1	2	3
LACOE	School Psychologist	1	1	2
DMH	Licensed Psychiatric Social Worker	1	0	1
Probation	Intermediate Typist Clerk	0	2	2
Total		11	7	18

Assessment Tools

The CAU is currently implementing (or planning to implement) the assessment tools identified on page 7. The process typically begins in the field with completion of Los Angeles Risk and Resiliency Checkup (LARRC) assessments on all juveniles used to identify risk and protective factors in 6 domains: delinquency, education, family, peers, substance abuse, and individual temperament. The education domain includes:

Risk Factors	Protective Factors
1. Poor academic achievement 2. Pattern of truancy over the past year 3. Pattern of suspension / expulsion 4. Disruptive classroom / school behavior 5. Presently not in an educational program	1. School engagement / bonds 2. Attachments with academic achievers 3. Positive interactions with teachers 4. Educational aspirations 5. Caring / supportive school climate

Juvenile Screening and Assessment Tools

Instrument	Responsibility	Purpose of the Screening / Assessment
LARRC	Field DPO (or CAU staff)	All youth receive a LARRC assessment upon entry into the juvenile justice system and every 6 months thereafter.
MAYSI-2	MH clinicians in halls	All youth receive a MAYSI-2 screening during initial contact with Department of Mental Health staff in juvenile hall.
Mental Health Assessment	MH clinicians in CAU	All camp youth with elevated MAYSI-2 scores to receive a complete mental health assessment.
TASI	MH clinicians in CAU	Trailer assessment to determine extent of alcohol and/or drug addiction.
California English Language Development Test (CELDT)	LACOE Staff	Required State test for English language proficiency that must be given to students whose primary language is other than English.
STAR Advantage	LACOE staff in CAU	Standard tests for determining math and reading levels
Psychoeducational Assessment	LACOE staff in CAU	All camp youth with identified or suspected learning disabilities/special needs to receive appropriate tests to establish Individualized Education Plans (IEPs).
SNAP-IV and/or DISC	MH clinicians in CAU	Trailer assessments to determine extent of conduct disorders, ADHD, and other disruptive disorders.
Getting Motivated to Change	Camp DPO	All camp youth to receive this motivational curriculum during the initial 15 days in camp.
<ul style="list-style-type: none"> • Dominance, Influence, Steadiness, Conscientiousness (DISC): self-assessment used to identify behavior styles and patterns. • Getting Motivated to Change: 12-hour pre-contemplative curriculum to be administered to all camp youth within the first 15 days in camp; contains (8) ninety-minute lessons. • Los Angeles Risk & Resiliency Checkup (LAARC): assessment used to identify risk and protective factors in 6 domains: delinquency, education, family, peers, substance abuse, and individual temperament. • Massachusetts Youth Screening Instrument (MAYSI-2): screening tool used to identify youth at admission/intake that might have special mental health needs. • Mental Health Assessment (MHA): comprehensive mental health assessment as deemed necessary by Department of Mental Health staff. • Psychoeducational Assessment: battery of tests to identify and assess the presence of learning disabilities and/or other special education needs. • (SNAP-IV): an 18-question checklist designed to determine if a youth has symptoms of ADHD. • Teen Addiction Severity Index (TASI): 30 to 45-minute structured interview by a trained technician to assess the severity of alcohol and/or drug abuse prior to entry into in-patient care. 		

The Camp Assessment Unit also needs to select and utilize one of the strength-based assessments that are typically used for high school and college counseling purposes.

Probation Case Management System

The Department is developing a new Probation Case Management System (PCMS) that will provide a single, integrated juvenile case plan for use in the juvenile halls and camps and in the field for youth at home on probation and in placement. The system is expected to come on line by the end of 2008.

Camp-to Community Transition Programs

The Probation Department and LACOE have separate camp-to-community transition programs that are not currently integrated or coordinated, but which should be closely coordinated.

- Probation has a Camp Community Transition Program (CCTP) that is staffed to provide intensive transition services to youth returning from juveniles camps to their communities.
- LACOE is continuing to implement its Camp-to-Community Transition Program as mandated by Assembly Bill 825 in May 2005.

Operation READ

Operation READ provides literacy skill building through the services of academic mentors at the halls, camps, and in the community. Youth build reading, comprehension, writing, and spelling skills, with a success rate of 61% of the youth participating in 40 hours of tutoring advancing two grade levels in reading and another 30% advancing one grade level – a total of 91% increase in literacy skills. Tutors, working one-on-one or in small groups, have experience assisting youth to build their literacy skills and pass the California High School Exit Exam (CAHSEE).

Department of Children and Family Services (DCFS) Educational Consultants

The Department of Children and Family Services (DCFS) has established a model to address the educational needs of foster youth that require the Children's Social Worker (CSW) case management. In 2006, DCFS contracted for 15 Education Consultants to work in the DCFS field offices, respond to referrals and address the following issues:

- Aid case managers in obtaining and assessing educational records (including Individualized Behavior Modification Plans) as part of school placement and case management decisions.
- Assist parents, youth, and case managers to navigate the educational system:
 - Enrollment requirements
 - Diploma requirements, including the CAHSEE
 - College and vocational learning opportunities
 - Special education rights and services
 - Literacy resources, including Operation READ
 - Los Angeles County Public Library card access
 - Homework Helps access

- Increase the number of youth remaining in their original schools by providing immediate interventions when youth are suspended, expelled, or subject to an opportunity transfer.
- Help parents understand their role as the holder of education rights, including sharing with and motivating the youth to value their education.
- Provide training on supplemental services and special education programs available at the local schools.
- Provide training to staff, parents, and partner schools on how to collaborate with Probation.

Parenting Education for Pregnant and Parenting Youth

In addition to focusing on education for adjudicated youth, it will also be essential to help youth who are already parents themselves understand the importance of high quality early childhood education as well as supplemental early care and family support services for their infants and young children. Since the early development of these young children could be at risk simply by virtue of their parents' detention, the case planning process needs to ensure that youth have access to needed parenting resources and that they are prepared to be the best parents they can be.

KEY ISSUES

- Probation needs LACOE's commitment to have educational psychologists – either employees or contractors – available to complete psychoeducational assessments at the CAU on a timely basis.
- Similarly, Probation needs DMH's commitment to have appropriate mental health staff – either employees or contractors – available to conduct comprehensive mental health assessments at the CAU on a timely basis, and should include psychiatrists, psychologists, and psychiatric social workers.
- Probation needs a commitment to have principals or assistant principals of LACOE or other educational service providers participate in multi-disciplinary teams (MDTs) to develop, review and update juvenile case plans, upon initial arrival in camp and prior to release from camp.
- The County and LACOE need to develop and implement a range of methods to facilitate increased parent participation in the development of juvenile case plans, in general, and Individualized Learning Plans (ILPs) or Individualized Educational Program (IEPs), in particular. Possibilities include vans to transport families to and from camps, videoconference capabilities, furlough programs, etc.
- Probation and LACOE need to integrate their respective camp-to-community transition programs in order to effectively implement aftercare case plans in the community.
- In many cases, assessments of youth detained in juvenile halls or ordered to camp may represent the first time (or the first time in a long time) that such youth have (a) seen a doctor/nurse or dentist and (b) seen a school psychologist to identify a mental

health issue(s), a specific learning disability, and/or a special education need(s). To the extent that occurs, Probation needs to make LACOE and the applicable school districts aware of gaps in educational assessments and service provision both in the juvenile halls and camps.

RECOMMENDATIONS

8. Work with the Juvenile Court to ensure timely and comprehensive assessments of the criminogenic, educational, health, and mental health needs of youth in juvenile halls and camps. Revise the content of initial court reports on youth in juvenile camps to focus on assessment results and the integrated case plans, so that judicial officers have specific needs and objectives on which to base their camp orders.
9. Provide additional educational psychologists through employees and/or contractors for the Camp Assessment Unit to conduct psychoeducational assessments of youth with suspected special education needs in a very timely manner.
10. Work with the Juvenile Court to ensure timely development of an integrated case plan – including an individual learning plan for educational services – that is customized to address each youth’s strengths, needs and responsivity issues. Revise the content of final court reports on youth in juvenile camps to focus on aftercare case plans and transition back to the community, so that judicial officers have specific needs and objectives on which to base the camp-to-community transition program (CCTP) portion of their camp orders.
11. Integrate the camp-to-community transition programs of the Probation Department and LACOE (Assembly Bill 825), and prepare and train all staff including DMH and educational service providers to produce “meaningful” transitional plans that include:
 - a. Strength-based assessments of youth educational and employment needs;
 - b. Identification of needed community linkages and/or employment resources;
 - c. Admission and/or re-enrollment into an appropriate educational pathway;
 - d. Use of a “family conferencing” model; and
 - e. Safe and positive community and living arrangements.
12. Establish a comprehensive assessment center in which Probation, DMH and LACOE staff or contractors (a) conduct comprehensive assessments of criminogenic, educational, health, mental health, and parenting needs of youth ordered to camp and (b) develop initial case plans – including ILPs or IEPs for educational services – that are customized to address student needs and responsivity issues.
13. Develop a process and assign responsibility for shadowing, mentoring, counseling, and tracking youth during and after their stays in juvenile halls and camps.
14. Utilize the new Dashboard Reporting System and Quality Assurances Services (QAS) staff and processes to help ensure that all youth in juvenile halls and camps receive (a) appropriate assessments of their criminogenic, health, mental health,

and educational needs; (b) integrated case plans in a timely manner; and (c) treatment, education, and supervision services identified in their respective case plans.

15. Replicate the electronic data exchange (EDE) process/system, which was recently implemented between LACOE and LAUSD, among other school districts within the County and the juvenile halls and camps to ensure timely transfer of school records both to and from juvenile camps and schools in the community. Explore expansion of the system to include tracking of educational performance after youth return from juvenile halls and camps to community schools to determine whether EBP treatment and educational services are successful over the long run.
16. Contract with educational consultants to help probation officers in the area offices assist youth receive services (including special education), ensure immediate enrollment upon release from camp, provide immediate assistance for suspended or expelled youth, and provide related training to area office staff.
17. Develop and implement a process for the Camp Assessment Unit to provide feedback to LACOE and applicable school districts regarding the results of comprehensive assessments of youth detained in juvenile hall or ordered to camp, so such organizations can reexamine and improve their own processes for assessing the health, mental health and educational needs (including learning disabilities and other special education needs) of their students.

III. INSTRUCTIONAL PROGRAM, DELIVERY AND MATERIALS

VISION

We envision an instructional program that is not only accredited but includes high expectations, educational standards and outcomes for all students so that youth are well equipped to succeed in school, in work, and in life. In particular, we envision all students having access to one or more of four alternative educational pathways:

- **High school diploma:** The instructional program will contain all of the requirements leading to a high school diploma and passage of the CAHSEE.
- **General Educational Development (GED) certificate:** Those students who are emerging adults or who are so credit deficient that a diploma is not achievable, will be provided with the opportunity to prepare for and take the GED.
- **Career technical education, vocational education and apprenticeships:** All students will have the opportunity to participate in a vocational education program which will prepare them with the skills necessary to seek employment upon release.
- **College preparation:** Students whose credits allow will have the opportunity to take courses that will prepare them for college admittance eligibility.

We envision a variety of instructional settings to serve student needs, including self-contained classrooms, dyads, single subject classes, and individualized computerized learning. We also envision an educational system in which planning for student learning is individual and data driven, the curriculum is standards-based, there is a focus on literacy, delivery of instruction is student centered and teacher facilitated, and learning experiences are collaborative, project- and problem-based.

We envision the implementation of charter schools. The Committee envisions implementing a pilot dependent charter school for high school girls at Camps Scott and/or Scudder in the Santa Clarita Valley. These camps target females' gender-specific issues due to the prevalence of physical, emotional, and/or sexual abuse and/or neglect. The Los Angeles County Board of Education and LACOE are open to establishing such a dependent charter school, which can be accomplished through the Board of Education's existing legal authority to establish charter schools serving students in its jurisdiction.

We also envision implementing an independent charter school for high school boys at a Probation camp to be determined by Probation. This would require the County to pursue legislation to enable the implementation of independent charter schools at Probation camps. Absent this legislative authority, we envision pursuing the implementation of an independent charter school pilot program operated by an unidentified school district for high school boys at a Probation camp to be determined by Probation. This can be accomplished under existing law that requires a county board of education to provide for the administration and operation of juvenile court schools in the county, either by the county superintendent of schools, as specified, or by contract with the respective governing boards of the elementary, high school, or unified school district in which the juvenile court school is located.

Finally, we envision instructional settings in which all students have the opportunity to attend class for full days and arrive in class on time ready to learn; student behavior is well managed within the classroom setting; interruptions to instruction and learning are kept to a minimum; there are adequate instructional materials, equipment, and other resources; technology is adequate, up to date and well integrated into the instructional program; and teachers are credentialed, adequately trained, fully prepared for class, and held accountable for the engagement of students and the delivery of effective instructional programs.

BACKGROUND

Juvenile Court Schools

Currently there are three juvenile halls, 18 camps, and the Dorothy Kirby Center (DKC) that have educational programs operated by LACOE's Juvenile Court Schools (JCS). According to a report entitled, "Response to Children's Planning Council Report and Los Angeles County Board of Supervisor Motion on June 19, 2007," LACOE reports that more than 450 staff serve in excess of 18,000 youth annually. Administration of these schools is organized into 8 Principal Administrative Units (PAUs). Each PAU has a principal. The instructional program design is based upon the comprehensive high school model and students are served in classes with a maximum student-to-teacher ratio of 17:1. JCS schools are accredited by the Western Association of Schools and Colleges. Course offerings are aligned with the University of California/California State University (UC/CSU) a-g entrance requirements.

Juvenile Halls

There is a JCS school at each of the three juvenile halls in Los Angeles County. Below is a 2007 profile of the JCS schools in the County's juvenile halls.

Juvenile Hall	ADP / BRC	Classrooms	Teachers	Couns.	Psych.	Paraed.	Total Staff
Barry J. Nidorf	595 / 609	29 – 31	45	2.0	7.0	19.0	73.0
Central	527 / 625	32 – 37	44	3.0	7.0	15.0	69.0
Los Padrinos	548 / 602	27 – 30	39	2.0	6.0	11.0	58.0
Total	1,670 / 1,836	88 – 98	128	7.0	20.0	45.0	200.0

Juvenile Camps

There is a JCS school at each of the 18 juvenile camps in Los Angeles County. Below is a 2007 profile of the JCS schools in the County's juvenile camps.

Camp	ADP / BRC	Classrooms	Teachers	Couns.	Psych.	Paraed.	Total Staff
Gregory Jarvis	100 / 110	8	9	0.7	1.0	2.2	12.9
Ronald McNair	102 / 110	8	7	0.7	1.0	2.2	10.9
Ellison Onizuka	0 / 110	8					
Judith Resnick	98 / 110	8	7	0.5	0.8	1.2	9.7
Francis Scobee	40 / 110	8	7	0.5	0.5	2.2	10.2
Michael Smith	95 / 110	8	6	0.5	0.8	1.2	8.5
Wm. Mendenhall	96 / 105	6	9	0.5	0.5	0.5	10.5

Camp	ADP / BRC	Classrooms	Teachers	Couns.	Psych.	Paraed.	Total Staff
John Munz	96 / 105	8	9	0.5	0.5	1.5	11.5
Joseph Scott	77 / 115	7	6	0.5	0.5	1.0	8.0
Kenyon Scudder	51 / 105	5	4	0.5	0.5	1.0	6.0
David Gonzales	94 / 125	7	8	0.5	1.0	3.0	12.5
Karl Holton	89 / 125	7	9	0.7	0.5	2.5	12.7
Vern. Kilpatrick	96 / 124	7	7	0.5	1.0	3.0	11.5
Fred Miller	96 / 115	7	8	0.5	1.0	2.0	11.5
Afflerbaugh/Paige	99 / 116	13	14	0.7	2.0	3.0	19.7
Glenn Rockey	97 / 125	6	8	0.7	1.0	2.0	11.7
Louis Routh	57 / 90	2	5	0.7	0.2	2.5	7.9
Total	1,477 / 2,028	123	122	9.1	12.7	30.5	174.3

There is also a JCS school at the Dorothy Kirby Center, which is profiled below.

Facility	ADP / BRC	Classrooms	Teachers	Couns.	Psych.	Paraed.	Total Staff
Dorothy Kirby	80 / 100	6	6			2.0	8.0

Recap

Facility	ADP / BRC	Classrooms	Teachers	Couns.	Psych.	Paraed.	Total Staff
Juvenile Halls	1,670 / 1,836	88	128	7.0	20.0	45.0	200.0
Juvenile Camps	1,477 / 2,028	123	122	9.1	12.7	30.5	174.3
DKC	80 / 100	6	6			2.0	8.0
Total	3,277 / 4,325	217	256	16.1	32.7	77.5	382.3

ADP = Average Daily Population

BRC = Board Rated Capacity (California Corrections Standards Authority)

Education/Employment Outcomes

The Probation Department's Operations Committee has approved the following five educational and employment outcomes for juveniles and emerging adults:

- Number and percent of eligible juveniles that obtain their high school diploma by the completion of probation;
- Number and percent of eligible juveniles that obtain their GED by the completion of probation;
- Number and percent of eligible juveniles that successfully enroll in a vocational education program by the completion of probation;
- Number and percent of eligible juveniles that successfully enroll in a 2-4 year college by the completion of probation; and

- Number and percent of eligible juveniles that are or were employed at the completion of probation.

The Operations Committee has also approved the following 8 performance indicators for juvenile probation programs:

- Number and percent of attendance (days attended divided by ADA) – without excused absences;
- Number and percent of attendance (days attended divided by ADA) – with excused absences;
- Number and percent of suspension (days suspended divided by ADA);
- Number and percent of expulsion (days expelled divided by ADA);
- Number and percent of eligible youth completing the Operation Read Program;
- Number and percent of eligible youth whose reading improves at least two grade levels by the completion of probation;
- Number and percent of eligible youth whose writing improves at least two grade levels by the completion of probation; and
- Number and percent of youth whose math improves at least two grade levels by the completion of probation.

The above outcomes and performance indicators are just a starting point. The idea is to continuously improve and strengthen performance measurement through ongoing advice from those most familiar with relevant research. A Research Advisory Committee, including a multi-disciplinary group of university-based researchers, will be recruited to advise Probation and LACOE on an ongoing basis in order to assure that performance measures are up to date and meaningful, and to make recommendations on capacity enhancements needed for rigorous data analysis.

KEY ISSUES

- Many of the current programs are primarily designed around the comprehensive high school model using traditional delivery of instruction. Some committee members believe that many incarcerated youth do not respond successfully to the lecture style of teaching, and would learn better through an experiential mode.
- Currently in JCS schools, attendance is only taken at the beginning of each school day rather than at the beginning of each school period. Not all students have the opportunity to attend class every day due to court appearances, medical appointments or illness, and many arrive in class late because the Probation Department has difficulty transporting students to school. Instructional time is lost when students are removed from the classroom for behavioral issues. Accordingly, the number of hours of academic instruction received by each youth each day in juvenile halls and camps may not always be 300 minutes due to disciplinary suspensions, and absences due to medical, dental, mental health, and court appointments.

- Currently, JCS provides for 300 minutes of education per weekday in the juvenile halls and camps, while the Education Code only requires 240 minutes of classroom instruction per day. However, now that the Probation Department is shifting from a detention to a treatment approach, there is a need for juvenile camps to utilize the 300 minutes per youth to accomplish educational and treatment objectives, thereby providing the opportunity for each youth to receive up to 2 hours per day of EBP interventions designed to address criminogenic needs, which has proven to reduce recidivism (Note: EBP is not part of the standards-based curriculum required by the State, however, the Probation Department has committed to its implementation which is also being embraced by other key stakeholders.) Consequently, the juvenile camps would have the flexibility to utilize the fifth hour for multiple purposes including:
 - **LEAPS lesson plans:** implementing the LARRC-LEAPS curriculum, initiated by LACOE, that involves conducting small group learning sessions focusing on specific lessons;
 - **Small group therapy:** implementing cognitive restructuring, cognitive-behavioral skills training, and other comparable types of EBP interventions; and
 - **Physical education:** conducting “large muscle” activity for all camp minors under the joint supervision of LACOE and Probation staff.
- Unfortunately, given space allocation and safety concerns in the juvenile halls and camps, currently not all classes are being conducted in dedicated classrooms. Probation understands that because the rooms being used are multi-purpose, educational materials and equipment must be brought in and removed. This situation is far from ideal, and all classes should be held in dedicated classrooms and should have appropriate materials and equipment.
- JCS teachers must have course materials prepared for each day of the entire school year, so that substitute teachers can provide educational instruction consistent with the teacher’s academic goals and each youth’s class credits.
- There are ample job opportunities within the skilled trades. For example, according to Robert L. Balgenorth, President of State Building and Construction Trades Council of California, and the State Employment Development Department, California will need to produce about 30,000 skilled construction workers per year from now until 2014 to keep pace with growing construction demands and to replace workers who will retire. That need is likely to continue far into the future. Although many career technical education courses have been eliminated in California’s high schools since 1987, Regional Occupational Programs (ROPs) have been able to offset some of those losses with the addition of courses in new and emerging technologies as well as expansion of career pathways.) Appendix C contains a partial summary of CTE curricula identified by the California Department of Education. It does not include the many ROP course options which can be found at most high schools. The addition of CTE introductory courses at the middle school and ninth grade levels would provide the foundation needed for students entering career pathway programs at the tenth grade through twelfth grade levels.

RECOMMENDATIONS

18. Provide all students with access to four instructional pathways leading either to a high school diploma, a GED certificate, a vocational education certificate, and/or college preparation.
19. Redesign the curriculum to capitalize on integrated use of instructional minutes. Deliver the instructional program in a comprehensive, coordinated, collaborative way, to more effectively use school day, after school, and weekend hours.
20. Implement a plan to coordinate camp curriculum, the use of instructional materials and resources so that youth transferring from site to site do not miss instruction and are able to experience continuity to their instructional program. Reduce the amount of student instructional time lost due to interruptions, such as missing class; arriving late; or being removed from class due to behavior problems; attending medical, dental, and court appointments; and other reasons as determined by Probation.
21. Train teachers in developing and delivering thematic, collaborative, project- and problem-based, experiential types of lessons.
22. Develop budget proposals and plans to pilot several new instructional delivery models in the juvenile halls and camps as well as in the community, specifically:
 - Establishing pilot charter schools at two camps – one dependent charter school for girls and one independent charter school for boys.
 - Partnering with neighborhood public schools to create a place for youth returning from juvenile camps to continue in a consistent instructional environment.
 - Partnering with one or more of the 40 WorkSource/One-Stop Centers throughout Los Angeles County to provide CTE/VE in conjunction with academic and pre-apprenticeship programs in camps and apprenticeships and/or jobs in the community.

IV. SPECIAL EDUCATION

VISION

Our vision of special education in the County's juvenile halls and camps is best stated in the words of Paragraph 46 of the Memorandum of Understanding between the U.S. Department of Justice (DOJ), Los Angeles County and LACOE: "The County and LACOE shall at all times, provide all youth confined at the juvenile halls with adequate special education in compliance with the Individuals with Disabilities Education Improvement Act (IDEIA), 20 U.S.C. §1400 et seq., regulations promulgated thereunder, and this Agreement." This includes timely assessments of special education needs and development of Individualized Education Programs as reflected in Section III of this report.

BACKGROUND

The DOJ Monitors, the County, and LACOE have identified nine specific issues pertaining to education services, in general, and special education, in particular, that LACOE and the County must address in order to be in compliance with the Memorandum of Understanding. Before a paragraph is considered implemented, it must undergo formal monitoring by the Monitors for one year and must achieve substantial compliance during the formal monitoring period. Full compliance with the settlement agreement must be achieved by no later than December 2009.

Paragraph	DOJ Settlement Agreement Provision	In Compliance Monitoring/ Effective Date
46.1	The County and LACOE shall ensure that all students who qualify for special education services receive such services within a reasonable time following intake.	Yes 1/1/08
46.2	LACOE shall develop and implement an education staffing plan to ensure adequate staff to comply with the terms of this Agreement. This plan shall provide for: (a) sufficient numbers of certified special education teachers and staff to provide all youths with the opportunity to attend school full time and to obtain adequate educational services, and to provide teachers with sufficient time to plan lessons, grade assignments, and participate in special education meetings; (b) sufficient psychologist services to provide psychologist participation in the development of Individualized Education Programs ("IEPs"), administration of psycho-educational assessments, consultation with teachers and staff, and individual counseling related specifically to issues in youth's IEPs; and (c) sufficient services of speech and language professionals, audiologists, and other specialized professionals to meet the related services needs specified in the IEPs.	Yes 12/1/07

Paragraph	DOJ Settlement Agreement Provision	In Compliance Monitoring/ Effective Date
46.3	Consistent with federal regulations, LACOE shall provide prompt and adequate screening of youth for special education needs and shall identify youth who are receiving special education in their home school districts or who may be eligible to receive special education services but have not been so identified in the past. Such services shall include: (a) guidelines for interviewing youth upon admission to determine past receipt of special education services; (b) protocols developed in conjunction with local school districts for expedited reporting of special education status of students entering the Juvenile Halls, conducting adequate screening of youths' substantive educational knowledge, and performing necessary vision and hearing tests; (c) written procedures identifying criteria under which staff or teachers must refer a student for evaluation for special education eligibility, including identifying criteria under which youth whose behavior has led to repeated exclusion from class must be referred for evaluation; (d) policies describing the required activities of the Student Planning Team pre-referral and support team functions, and procedures for referral to special education assessment (Search and Serve) if interventions are unsuccessful; (e) policies describing the requirements for Search and Serve and comprehensive evaluation procedures to determine eligibility for special education services; and (f) policies describing the criteria for multi-disciplinary team decision-making regarding eligibility for special education.	Yes 7/15/08
46.4	LACOE shall create and/or implement an IEP, as defined in 34 C.F.R.300.320-.323, for each youth who qualifies for an IEP. As part of satisfying this requirement, LACOE shall conduct the required annual reviews of IEPs and adequately document the provision of special education services. In developing or modifying the IEP, LACOE shall ensure that the IEP reflects the individualized needs of the youth, and that services are provided accordingly. When the nature or severity of the youth's disability is such that education in regular classes with the use of supplementary aids and services cannot be achieved satisfactorily, LACOE shall provide an appropriate alternate educational setting in the least restrictive environment. Nothing in this Agreement shall require the County and LACOE to provide educational services to the youth after discharge from the Juvenile Halls.	Yes 8/1/08
46.5	LACOE shall design and implement annual in-service training requirements for special education staff of not less than four days per year, to enhance their ability to implement their duties under the provision of this Agreement. LACOE shall be charged with quality assurance of all special education services at all three Juvenile Halls. LACOE shall develop and implement a written quality assurance program. This program shall include a system of on-going review of at least a representative sample of IEPs developed or modified in the Juvenile Halls to monitor quality and assure compliance with the requirements of LACOE's policies and the IDEIA. LACOE shall ensure that all special education teachers take the required steps to keep their education licenses current and appropriate to the courses they are required to teach.	Yes 1/1/08
47	LACOE shall provide related services to special education students with needs for these services.	Yes 1/1/08
48	The County and LACOE shall utilize a range of methods to facilitate parent participation in Individualized Educational Plan (IEP) meetings.	Yes 12/1/07
49	The County and LACOE shall provide adequate transition planning and services for all eligible youth with disabilities.	Yes 8/1/08
50	The County and LACOE shall ensure that all classes, including those held inside residential units, have appropriate materials, space, and equipment.	Yes 2/20/08

Early last year, DOJ monitors visited selected juvenile camps, although their main focus was not educational services. However, as a matter of prudence, we have prepared this report as if the same provisions applied to the juvenile camps. The table below provides a summary of JCS 2006-2007 special education needs and disabilities reported by LACOE in its response to the June 12, 2007 Children's Planning Council report to the Board of Supervisors.

Summary of JCS Special Education Needs and Disabilities in 2006-2007

Type of Disability	Age 13	Age 14	Age 15	Age 16	Age 17	Total	Percent
Mental retardation				3	1	4	<1%
Hard of hearing/deaf				1	1	2	<1%
Speech or language impairment	1		4	12	9	26	3%
Visual impairment						0	0%
Emotional disturbance	2	11	43	60	78	194	22%
Orthopedic impairment						0	0%
Other health impairment		2	12	12	14	40	4%
Specific learning disability	5	34	94	203	298	634	70%
Deaf-blindness						0	0%
Multiple disabilities						0	0%
Autism						0	0%
Traumatic brain injury						0	0%
Total	8	47	153	291	401	900	100%

Note that the above data apply to all Juvenile Court Schools, not just those in the juvenile halls and camps. They represent 84 percent of 1,071 JCS youth age 0 to 22 reported to have special needs and disabilities in 2006-2007 and 26 percent of the 3,444 in JCS schools in 2006-2007.

KEY ISSUES

- LACOE's response to the June 12, 2007 Children's Planning Council (CPC) report to the Board of Supervisors indicates that, at a minimum, "approximately one-third of the incarcerated population requires special education services" and that "students with special needs receive services through their Individualized Education Programs (IEPs) and are supported through LACOE's Special Education Local Plan Area (SELPA)."
- Based on the above table, it appears that about 77 percent of special education needs and learning disabilities in JCS involve youth who are not identified until they are 16 or 17 years old, when they enter the educational system in the juvenile halls and camps. However, special education needs and learning disabilities should ideally be diagnosed by the time that youth are in the second or third grade when (a) the curriculum switches from learning to read, to reading to learn, (b) youth become aware of the academic and social skills of their peers, and (c) schools start conducting standardized tests. Not all youth entering the halls and camps have been

previously identified as eligible for special education services, and this failure to identify their needs and provide services in their early years may have led to their difficulties in school prior to incarceration.

- Based on the JCS data, there needs to be a continuum of special education services made available at the juvenile halls and camps. At a minimum, they need:
 - **Resource specialist program (RSP):** LACOE special education staff (e.g., speech-language pathologists and occupational therapists) that typically pull students out of classroom settings to work with them in one-on-one or small group settings.
 - **Special day classes (SDC):** LACOE staff to work with camp youth grouped by disability levels to deal with their intense academic needs, lack of comprehension in the regular classroom setting, and behavioral issues.
 - **Designated instructional services (DIS):** LACOE staff such as Language Specialists, Speech Specialists, Occupational Therapists, and other special education services providers that typically provide pull-out services that are agreed upon during a student's Individualized Education Program (IEP) meeting.
- Probation needs LACOE's commitment to have educational psychologists – either staff or contractors – available to complete psychoeducational assessments at the Camp Assessment Unit on a timely basis.
- Probation is in the process of implementing a new Behavior Management Program, which involves teaching desirable, pro-social behaviors to camp youth through correction and support as well as the use of sanctions to reduce or eliminate undesirable behavior. Use of the Behavior Management Program will be a key factor in determining the length of camp stays (i.e., early releases or extensions). Probation needs LACOE teachers and principals to be an integral part of the Behavior Management System. This includes daily scoring of youth for both classroom performance and behavior.
- Probation and LACOE need to develop and implement a range of methods to facilitate increased parent participation in the development of Individualized Educational Plan (IEPs). Possibilities include vans to transport families to and from camps, videoconference capabilities, furlough programs, etc.
- In addition to assuring appropriate supports for youth with learning disabilities, special supports are also needed to assure that youth who are gifted and talented receive the education they need to reach their potential. As noted by the Education Coordinating Council in its April 2006 data match report on DCFS and Probation youth enrolled in the Los Angeles Unified School District, about 1.2 percent of Probation youth (89 of 2,746 students) were classified as "gifted and talented" based on testing. Little is known about the actual program enrollment or achievement levels of these youth, but it is important to remember that some Probation youth could be very successful in school, and that these youth may need to be engaged differently in order to achieve their unique potential.

RECOMMENDATIONS

23. Ensure that the educational service providers are providing a full continuum of services and placements (i.e., resource specialists, special day classes, etc.) required under State law and based on an Individual Educational Program, regardless of whether or not youth attend a public school before they were detained, ordered to camp, or released into the community. For pupils who require a non-public school placement, the Juvenile Court should be made aware of that and take it into account in sentencing the youth.
24. Ensure that educational service providers are appropriately supporting special education students with behavioral problems by (a) conducting functional analysis assessments and (b) developing positive behavioral intervention plans (PBIPs) consistent with the Hughes Bill. Emphasize the importance of keeping these youth in their high schools (rather than referring them out) and having counseling conference between school officials and parents/caregivers (rather than through probation officers) wherever possible.
25. Train probation officers both in camps and the community on special education and to advocate for youth with IEPs, so educational service providers can improve matching special education students with appropriate services before they enter juvenile halls and camps and when they transition back to the community.

V. PROGRAMMING FOR AFTER SCHOOL AND WEEKENDS

VISION

We envision an educational system within the County's juvenile halls and camps that is an integrated part of the evidence-based supervision and treatment model that the Probation Department is committed to implementing over the next several years.

We envision an educational system within the County's juvenile halls and camps that is not just limited to five hours of classroom time per weekday. Rather, education needs to be part of each youth's case plan that is the "whole cloth" for improving their respective development during and after their stays in juvenile halls and/or camps.

We recognize that to promote youth development, the Probation Department must better utilize after-school hours and weekends to provide youth with engaging and exciting program alternatives that can foster project-based learning, develop youth strengths, and identify new interests.

BACKGROUND

Below is a summary of the weekly allocation of time within our juvenile halls and camps.

Purpose of Time Allocation	Juvenile Hall	Juvenile Camp
Sleep	63 hrs / 38%	63 hours / 38%
Education	25 hrs / 15%	25 hours / 15%
Recreation/physical education (weekdays)	15 hrs / 9%	15 hours / 9%
Recreation/physical education (weekends)	10 hrs / 6%	10 hours / 6%
Meals and related movements	16 hrs / 9%	16 hours / 9%
Showers and hygiene	7 hrs / 4%	7 hours / 4%
Remaining available time*	32 hrs / 19%	32 hours / 19%
Total	168 hrs / 100%	168 hrs / 100%

*For EBP treatment, homework, tutoring, educational enrichment, other activities, and visiting hours.

The current JCS program has 300 minutes of education per weekday in the juvenile halls and camps, however, the Education Code only requires 240 minutes per day. Title 15 of the California Code of Regulations (CCR), Minimum Standards for Juvenile Facilities, Section 1371 requires that "Juvenile facilities shall provide the opportunity for recreation and exercise a minimum of three hours a day during the week and five hours a day each Saturday, Sunday or other non-school days... [There] shall be an opportunity for at least one hour of outdoor physical activity each day, weather permitting." Corrections Standards Authority (CSA) staff recommend the development of a structured, organized and supervised daily recreation and exercise program that incorporates outdoor activities and large muscle activity because the latter (a) is essential for youth who are growing and (b) provides an appropriate means of releasing energy and thereby making youth in the juvenile halls and camps more manageable.

In early December 2007, the Probation Department expanded its visiting hours at the three juvenile halls to include Saturdays, and are now held on Saturdays (1:00 p.m. to 3:00 pm) and Sundays (1:00 p.m. to 4:00 pm). The Department is considering a similar expansion of visiting hours in the 18 juvenile camps.

KEY ISSUES

- As indicated by the table on page 23, there currently are only 32 hours per week available for EBP treatment, homework and tutoring (outside of the classroom), educational enrichment, other activities, and visiting hours.
- As Probation shifts from a detention to a treatment approach to serving juveniles in camp, the juvenile camps should utilize the 300 minutes per youth to accomplish educational and treatment objectives, thereby providing an opportunity for youth to receive appropriate dosages of EBP interventions designed to address the criminogenic needs identified in their respective case plans.
- Given the CSA Title 15 time requirement for recreation and exercise, the Probation Department's Residential Treatment Services Bureau (RTSB) needs to determine the best way to utilize those 25 hours for recreational therapy and other activities that could also satisfy the CSA requirement.
- Two Probation Commissioners (Dr. Betty Rosenstein and Clay Hollopeter) have suggested that RTSB establish a weekend program – called "Weekend Winners" – for youth in the juvenile halls and camps to attend on a voluntary basis. As indicated in Attachment D, they have suggested that the curriculum cover the following topics: (1) how to find a job, (2) preparation for interviews, (3) manners and etiquette, (4) banking, (5) expanding interests, (6) improving relations with family, and (7) Health and personal development.

Although the Committee did not necessarily agree with an earlier version of the proposed weekend curriculum, the revised curriculum has merit. However, a number of the proposed topics (or subtopics) are also covered in two EBP interventions – LEAPS and Teaching Pro-Social Skills (TPS) – so Probation and LACOE need to integrate these three items in the overall restructuring of EBP treatment and educational programs in the camps.

RECOMMENDATION

26. Restructure camp and classroom schedules so there is more time for (a) EBP treatment; (b) homework, tutoring, and educational enrichment; and (c) other activities (aligned with youths' individual case plans) before/after class for a daily total of 300 minutes and beyond.

VI. EDUCATIONAL FACILITIES, CLASSROOM SPACE, STAFFING, AND FUNDING

VISION

We envision educational facilities and classrooms that are of adequate size, safe, clean, well maintained, free of graffiti, and surrounded by attractive grounds, so that youth have an appropriate space and environment in which to learn.

We envision an adequate number of teaching, special education, psychological, and counseling staff to meet the needs of the students in small classroom settings in which youth can be provided the degree of personalized attention required by their case plans.

We also envision all educational service provider staff being trained in EBP principles and staff skills and being held accountable for student learning through a periodic evaluation process that is tied to probation outcomes and performance indicators approved by the Board of Supervisors.

Finally, we envision Probation and its education service providers (a) making a proactive effort to access and leverage available State, federal, and private foundation funding and (b) focusing expenditures on classroom staffing, equipment, instructional materials and supplies that directly impact learning by youth in the juvenile halls and camps.

BACKGROUND

Educational Facilities, Classroom Space, Equipment and Materials

The table on page 26 briefly summarizes the nature and condition of the educational facilities in our juvenile halls and camps. Below are key observations about these educational facilities:

- There is a total of 230 classrooms in the three (3) juvenile halls and 19 camps (including the Dorothy Kirby Center).
- There is a total of 562 serviceable computers in the juvenile halls and camps which equates to about one (1) computer for every six (6) minors in the juvenile halls and camps, and one (1) computer for every two (2) minors in the Dorothy Kirby Center.
- There is very little space currently available for vocational education; most vocational education involves culinary arts training in existing kitchen facilities.
- Fourteen of the 22 facilities need interior painting of the classrooms.
- Four of the 22 facilities need electrical wiring and/or additional electrical outlets.

Scope and Condition of Educational Facilities and Computers in Juvenile Halls and Camps

Area	Hall/Camp	Built	Classrooms	No. of Computers	Vocational Education Space	Exterior Painting	Interior Painting	Carpeting	Electrical	Security Glass
Sylmar	Barry J. Nidorf	1978-98	29	150			✓		✓	
Eastlake	Central	1924-78	32	25	Cul. Arts (Room 1)	✓	✓			
Downey	Los Padrinos	1957-75	27	91		✓				
North	Gregory Jarvis	1989	8	35	Greenhouse		✓			
North	Ronald McNair	1989	8	30	Greenhouse		✓			
North	Ellison Onizuka	1989	8		Greenhouse		✓			
North	Judith Resnick	1989	8	53			✓			
North	Francis Scobee	1989	8	37			✓			
North	Michael Smith	1989	8	28			✓			
West	Wm. Mendenhall	1958	6	17	Woodshop		✓			
West	John Munz	1958	8	50	Woodshop		✓	✓	✓	✓
West	Joseph Scott	1981	7	20						
West	Kenyon Scudder	1981	5	10	Cul. Arts (Kitchen)					
West	David Gonzales	1962	7	33	Cul. Arts (Kitchen)		✓			
West	Karl Holton	1954	7	46	Cul. Arts (B Dorm)					
West	Vern. Kilpatrick	1962	7	60	Cul. Arts (Kitchen)		✓			
West	Fred Miller	1962	7	35	Cul. Arts (Kitchen)		✓		✓	
East	Afflerbaugh/Joseph Paige	1961	13	75	Barbershop					
East	Glenn Rockey	1977	6	38			✓		✓	
East	Louis Routh		2	5		✓				
	DKC		6	40			✓			
Total			230	562						

Source: Management Services Bureau (classrooms); Detention Services Bureau & Residential Treatment Services Bureau (computers)

LACOE Staffing

Below is a summary of current LACOE staffing within the juvenile halls and camps.

Staffing Categories	Halls	Camps	DKC	Subtotal	RCEC	All JCS	Share
Administration	4.5	4.1		8.6		9.7	89%
Principals, Vice-Principals	11.0	11.0		22.0	1.0	23.0	96%
Teachers, English Language Learner Teachers, Special Education Teachers	128.0	122.0	6.0	256.0	17.6	257.7	99%
Counselors, Psychologists, Prog. Spec.	27.0	21.8		48.8	3.2	51.2	95%
Paraeducators, Tutorial Assistants	45.0	30.5	2.0	77.5	3.0	80.5	96%
Clerical Support	16.0	11.7		27.7	6.8	78.8	35%
Total	231.5	201.1	8.0	440.6	31.5	472.1	93%

Source: LACOE

LACOE Funding

The table below summarizes LACOE funding and operating costs for JCS schools in the juvenile halls and camps for the past, present, and next school year. Below is a summary of LACOE financial indicators for 2006-2007.

FINANCIAL INDICATORS

Financial Indicator	JCS
ADA funding per ADA	\$9,425
Total funding per ADA	10,616
Total direct cost per ADA	10,477
Total indirect cost per ADA	1,799
Total operating cost per ADA	12,276
Total surplus (deficit) per ADA	(1,660)

ADA = Average Daily Attendance
JCS = Juvenile Court Schools

KEY ISSUES

Educational Facilities

- The Probation Department needs to budget funds for ongoing maintenance and repair of the juvenile halls and camps.
- Senate Bill 81 authorizes \$100 million in lease revenue bonds for the construction of new local facilities for youthful offenders throughout the State, with \$35 million of such funds available to the State's largest counties. These funds will be allocated by the Corrections Standards Authority beginning in 2008. Los Angeles County can only expect to receive a portion of the \$35 million funding. Nonetheless, the Probation Department needs to prepare a capital improvement plan and a proposal to compete for State funding.

Classroom Space, Equipment and Materials

The Probation Department needs to budget funds for computer acquisition/upgrade, particularly in Central Juvenile Hall, Camp Mendenhall, Camp Scott, Camp Scudder, and Camp Routh.

LACOE Staffing

- LACOE's agreement with its teachers union limits the ratio of students to teachers to 17:1 in the juvenile halls and camps (15:1 in the 6 Challenger camps, which have somewhat smaller classrooms).
- With an average daily population (ADP) of 1,670 minors in the juvenile halls, there is a student-to-teacher ratio of 19.4:1 (regular teachers); a ratio of 17.9:1 (adding counselors); and a ratio of 9.7:1 (adding paraeducators). However, it should be noted that neither counselors nor paraeducators are certificated by the State to teach classes.
- With an ADP of 1,477 minors in the juvenile camps, there is a student-to-teacher ratio of 15.6:1 (regular teachers); a ratio of 14.8:1 (adding counselors); and a ratio of 14.5:1 (adding paraeducators).

LACOE Funding

- In its response to the June 12, 2007 Children's Planning Council report to the Board of Supervisors, LACOE reported that:
 - "The average daily attendance (ADA) revenue earned for the students in juvenile court schools is, on the average, over \$5.7 million less per year than the expenses. LACOE supports this shortfall from other funds."
 - "JCS...has a...proportionately large percentage of special education students (typically as low as 25 percent and as high as 40 percent)" which contribute to the funding shortfall.
 - "The current deficit in LACOE of over \$23.7 million is due, in large part, to a funding model that is based on student average daily attendance, and this deficit continues to increase annually."
- The cost increases associated with special education services are readily apparent in the JCS sources and uses of funding. The salaries of English Language Learners (ELL) and Resource Specialist Program (RSP) staff increased by \$1.2 million (66 percent) from 2006-2007 to 2007-2008. They amounted to \$2.3 million (4 percent) of the \$42.6 million JCS budget in 2006-2007, and \$3.7 million (7 percent) of the \$57 million JCS budget in 2007-2008.
- The \$7.5 million (12 percent) JCS budget increase from 2006-2007 to 2007-2008 is largely attributable to increases or decreases in:
 - Salaries of assessment staff - \$2.7 million increase (275 percent)
 - Salaries of ELL and RSP teachers - \$1.2 million increase (66 percent)
 - Costs of paraeducators and tutors - \$1.4 million increase (275 percent)

- Costs of clerical support \$341,000 decrease (10 percent)
- Other directing operating costs - \$699,000 increase (27 percent)
- Other indirect operating costs - \$751,000 decrease (13 percent).
- LACOE has been working to pursue alternative funding models, implement cost recovery plans, and expenditure reductions to balance its JCS budget. However, LACOE has significantly increased staffing to address requirements in the agreement between the United States Department of Justice, Los Angeles County and LACOE to provide the required special education services for students in the JCS Halls. At the same time, there has been no change to the revenue funding model (i.e., ADA driven) to pay for these additional costs. As such, LACOE has absorbed these additional costs by paying for them from its unrestricted reserve, at the expense to the entire agency.

RECOMMENDATIONS

27. Maximize utilization of existing dedicated classroom space, including space currently being used for LACOE storage, as appropriate. Assess specific needs for additional classroom space by site and develop an implementation plan.
28. Utilize CEO/DPW report on camp reconfiguration to identify opportunities for establishing vocational education shops in juvenile camps; develop budget proposals to develop such space.
29. Establish standards for the quantity and quality of instructional materials, equipment and technology in each classroom. Establish a capital budget to fund implementation over a three-year period.
30. Develop an educational staffing plan to ensure that there are adequate numbers of teaching, special education, assessment, counseling, and psychologist staff to meet the needs of youth in the juvenile halls and camps.
31. Develop and implement a training plan to ensure that the staff of all education service providers are appropriately trained in evidence-based practices (EBP) principles and staff skills, such as Core Correctional Practices and Motivational Interviewing.
32. Develop a three-year financial plan of revenues and expenditures for educational services in the juvenile halls and camps. Ensure adequate funding levels to support LACOE's implementation of the three-year plan.
33. Seek State legislation to revamp the current JCS funding model, which is based on average daily attendance (ADA), to one that (a) is based on a residential service delivery model, (b) reflects the locations of the juvenile halls and camps throughout the County, and (c) fully funds education services, primarily special education, that students are legally entitled to receive.

LACOE Funding and Operating Costs

Funding / Expenditures (\$000s)	Halls		Halls		Camps		Camps	
	2006-07 Actuals	2007-08 Est.	2008-09 Est.		2006-07 Actuals	2007-08 Est.	2008-09 Est.	
Funding								
JCS Base ADA	16,522,771	15,274,669	14,663,682		16,673,171	18,036,715	17,315,246	
5 th / 6 th Hour Supplemental ADA	-	-	-		-	-	-	
7 th / 8 th Hour Funding	-	-	-		-	-	-	
Education Disadvantaged Funding	-	-	-		-	-	-	
Special Education Funding	4,847,984	7,525,184	7,901,443		5,466,875	8,833,912	9,275,608	
Block or Categorical Grant (Lottery)	316,202	266,126	255,481		319,616	334,054	320,692	
Block or Categorical Grant (Title I - Delinquent)	1,729,075	1,469,714	1,410,925		2,612,170	2,220,344	2,131,530	
Block or Categorical Grant (Art & Music, PE)	155,294	268,301	257,569		156,971	447,178	429,291	
Block or Categorical Grant (CAHSEE)	440,591	381,434	366,177		445,349	406,908	390,632	
Block or Categorical Grant (IMFRP/ Library)	201,166	170,991	164,151		203,337	172,836	165,923	
Total - Funding	24,213,083	25,356,419	25,019,429		25,877,489	30,451,947	30,028,921	
Direct Operating Cost								
Principal / Vice Principal Salaries	1,118,726	1,208,478	1,232,648		1,775,460	2,130,678	2,173,292	
Administrator/Coordinator Salaries	47,574	180,467	184,076		53,647	211,852	216,089	
Teacher Salaries	7,195,982	8,939,547	9,118,338		10,003,787	9,708,217	9,902,381	
ELL Instructor / Resource Specialist Salaries	853,620	1,577,793	1,609,349		962,593	1,852,191	1,889,235	
Employee Benefits	3,757,980	5,483,409	5,593,077		4,533,739	5,993,105	6,112,967	
Substitute Teaches	1,411,940	1,320,290	1,346,696		1,307,116	1,356,016	1,383,136	
7 th / 8 th Hour Reimbursement	1,293,976	356,880	364,018		1,818,993	747,841	762,798	
Assessments (Counselor/Psych/Prog Spec)	698,914	1,779,799	1,815,395		559,702	2,319,514	2,365,904	
Paraeducators/Tutorial Assistants	373,368	1,091,069	1,112,890		484,150	1,208,565	1,232,736	
Clerical Support	2,509,758	1,956,480	1,995,610		2,348,613	1,542,614	1,573,466	
Instructional Materials	1,063,858	865,298	882,604		1,019,485	1,442,322	1,471,168	
Classroom Materials/Supplies	481,429	525,863	406,076		811,261	806,702	822,836	
Other Direct Operating Expense	459,983	740,884	755,702		645,275	1,063,544	1,084,815	
Total - Direct Operating Cost	21,267,108	26,026,257	26,416,478		26,323,820	30,383,161	30,990,824	
Indirect Operating Cost								
Financial & Administration	-	-	-		-	-	-	
Executive Oversight	1,792,864	1,837,686	1,883,628		1,829,355	1,875,089	1,921,967	
Other Indirect Operating Expense	1,346,739	2,057,055	2,104,849		4,523,541	2,471,243	2,530,490	
Total - Indirect Operating Cost	3,139,603	3,894,741	3,988,476		6,352,897	4,346,332	4,452,457	
Total - Operating Cost	24,406,712	29,920,998	30,404,954		32,676,714	34,729,493	35,443,281	
Surplus (Deficit)	(193,629)	(4,564,579)	(5,385,525)		(6,799,228)	(4,277,546)	(5,414,360)	

VII. QUALITY ASSURANCE AND PROGRAM EVALUATION

VISION

We envision an educational system within the County's juvenile halls and camps that includes quality assurance (QA) processes and systems that emphasize learning and achievement of a multifaceted set of educational outcomes (not limited to test scores and graduation rates). We also envision an educational system in which the Probation Department holds all educational service providers accountable for learning development of youth in juvenile halls and camps through consistent use of outcomes and performance indicators. Although the starting point for reporting of key performance indicators will be via the Dashboard Reporting System being established by the Probation Department, the intention is to continuously build capacity throughout the juvenile justice system to collect and analyze meaningful data (a data warehouse) and to align program improvements with available evidence.

BACKGROUND

Quality Assurance Services Bureau

The Probation Department has established a Quality Assurance Services Bureau (QASB) that provides the following services in relation to implementation of evidence-based practices:

- **Strategic planning:** development of strategies and action plans to implement and sustain evidence-based practices over the next two to three years;
- **Training and learning development:** training of Probation staff in the various bureau academy curricula as well as EBP staff skills and EBP interventions;
- **Program evaluation:** assessment of EBP implementation in the juvenile camps and adult and juvenile field probation; and
- **Contract monitoring:** monitoring of contracts with other County departments and community-based organizations (CBOs) for compliance with reporting of EBP outcomes and performance indicators.

The Department currently has two Program Evaluation Office (PEO) teams: one to assess EBP implementation in the camps and another to assess EBP implementation in adult field probation. The Department's strategic plan calls for a total of four (4) PEO teams – two for camps and two for adult and juvenile field probation.

Probation Outcomes and Performance Indicators

The Probation Department's Operations Committee has adopted 10 juvenile outcomes to become the initial performance "drivers" for programs operated by Probation staff, contract community-based organizations (CBOs), and faith-based organizations (FBOs) on a volunteer basis, which include the following four (4) educational outcomes:

- Number and percentage of eligible juveniles that obtain their high school diploma by the completion of probation;

- Number and percentage of eligible juveniles that obtain their GED certificate by the completion of probation;
- Number and percentage of eligible juveniles that successfully enroll in a vocational education program by the completion of probation; and
- Number and percentage of eligible juveniles that successfully enroll in a two-four year college by the completion of probation.

In August 2007, the Department established a strategic planning work group to develop a consensus on probation outcomes and performance indicators for the juvenile justice system. In addition to the above education outcomes, the work group is proposing the following performance indicators for education services:

- Percentage attendance (days attended divided by ADA) – without excused absences
- Percentage attendance (days attended divided by ADA) – with excused absences
- Percentage suspension (days suspended divided by ADA)
- Percentage expulsion (days expelled divided by ADA)
- Percentage of eligible youth completing the Operation Read Program
- Percentage of eligible youth whose reading skills improve at least two grade levels by the completion of probation
- Percentage of eligible youth whose writing skills improve at least two grade levels by the completion of probation
- Percentage of eligible youth whose math skills improve at least two grade levels by the completion of probation.

It is important to note that performance indicators will likely change over time as programs, processes and systems evolve under continued implementation of evidence-based practices. We envision a Research Advisory Committee, including a multi-disciplinary group of university-based researchers, to advise Probation and LACOE on improvements needed in this system over time. The performance measurement system should improve over time based on continuing data analysis, review of comparable systems and research in the field, and learning of best practices. Increasing the capacity of the Probation Department and its educational partners to use data effectively for program improvement purposes would be a key purpose for the Research Advisory Committee.

KEY ISSUE

- To be consistent with EBP principles, all educational alternatives need to include provisions for quality assurance at all levels of education service delivery and should include fidelity assessments, program evaluation, and continuous process improvement.

RECOMMENDATIONS

34. Utilize the four educational outcomes and eight educational performance indicators proposed by the Probation Department for approval by the Board of Supervisors as the starting point for evaluating educational programs and contracts with educational service providers (not teachers). Expect these indicators to change over time based on lessons learned, and actively seek advice from the best researchers in Los Angeles County and beyond to help “grow” the performance measurement system quickly.
35. Amend the Probation Department’s memorandum of understanding with LACOE and any existing and future contracts with educational service providers to require monthly or quarterly reporting of the prescribed educational outcomes and performance indicators.

Comprehensive Educational Reform Committee Participants

LOS ANGELES COUNTY

Chief Executive Office

Veronica Cox, Probation Department Budget Analyst

Department of Children and Family Services

Steven Sturm, Children's Services Administrator II

Children's Planning Council

Jacquelyn McCroskey, DSW, John Milner Professor of Child Welfare, USC

Lilian Coral, Policy Manager

Anthony Marsh, Policy Analyst

Education Coordinating Council

Sharon Watson, Ph.D., Lead Consultant

Department of Mental Health

Sandra Thomas, Deputy Director, Specialized Children and Youth Services Bureau

Karen Streich, Juvenile Justice Mental Health Clinical District Chief

Probation Department

Robert B. Taylor, Chief Probation Officer (Chair of the Committee)

David M. Davies, Chief Deputy

Vincent Iaria, Executive Assistant to Chief Probation Officer

Virginia Snapp, Deputy Director, Juvenile Institutions

Dave Mitchell, Chief, Residential Treatment Services Bureau

Gail McFarlane-Sosa, Manager, Operation Read Program

Amalia Lopez, Executive Office Staff

Probation Commission

Gabriella Holt, Past President

Steve Gores, Vice-President

Department of Public Library

Margaret Todd, County Librarian

LOS ANGELES COUNTY OFFICE OF EDUCATION

Dr. Ron Randolph, LACOE Consultant

David Flores, Director, Alternative Education Division

LOS ANGELES COUNTY SUPERIOR COURT

Michael Nash, Presiding Judge, Juvenile Court
Sherri Sobel, Referee, Juvenile Court

RT CONSULTING GROUP, INC.

Dr. Rebecca Turrentine, Education Consultant to the Probation Department

THE RESOURCES COMPANY

Davis Schwartz, Evidence-Based Practices Consulting Manager for the Probation Department

LEARNING RIGHTS LAW CENTER

Janeen Steel, Executive Director
Ines Kuperschmit, Director of Legal Services

Reference Documents

CHILDREN'S PLANNING COUNCIL

Children's Planning Council, "Youth in the Los Angeles County Juvenile Justice System: Current Conditions and Possible Directions for Change" (April 2006)

http://www.lapublichealth.org/childpc/resource-files/JuvJustice_yfa/final4.20.prot.pdf

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Department of Children and Family Services, "Education Guidelines for Academic Achievement" (2007)

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LOS ANGELES COUNTY CIVIL GRAND JURY

2007-2008 Final Report: Helping Probation and Foster Care Youth Prepare for Adulthood and Independence (June 1, 2008)

<http://grandjury.co.la.ca.us/grreports.html>

LOS ANGELES COUNTY OFFICE OF EDUCATION

Response to the Children's Planning Council's June 12, 2007 Report" (October 31, 2007)

U.S. DEPARTMENT OF JUSTICE

Sixth Semi-Annual Monitoring Report for the Memorandum of Agreement between the United States, Los Angeles County, and the Los Angeles County Office of Education (December 10, 2007)

LEGISLATIVE ANALYST'S OFFICE

"From Cellblocks to Classrooms: Reforming Inmate Education to Improve Public Safety" (February 2008)

http://www.lao.ca.gov/2008/crim/inmate_education/inmate_education_02.12.08.pdf

**CALIFORNIA CAREER TECHNICAL EDUCATION - MODEL CURRICULUM STANDARDS
INDUSTRY SECTOR / CAREER PATHWAY MATRIX**

Industry Sectors		Pathways					
A. Agriculture and Natural Resources		1. Agricultural Business	4. Animal Science	6. Ornamental Horticulture			
		2. Agricultural Mechanics	5. Forestry and Natural Resources	7. Plant and Soil Science			
		3. Agriscience					
B. Arts, Media, and Entertainment		1. Media and Design Arts	2. Performing Arts	3. Production and Managerial Arts			
C. Building Trades and Construction		1. Cabinetrymaking and Wood Products	3. Mechanical Construction	4. Residential and Commercial Construction			
		2. Engineering and Heavy Construction					
D. Education, Child Development, and Family Services		1. Child Development	3. Education	4. Family and Human Services			
		2. Consumer Services					
E. Energy and Utilities		1. Electromechanical Installation and Maintenance	3. Public Utilities	4. Residential and Commercial Energy and Utilities			
		2. Energy and Environmental Technology					
F. Engineering and Design		1. Architectural and Structural Engineering	3. Engineering Design	5. Environmental and Natural Science Engineering			
		2. Computer Hardware, Electrical, and Networking Engineering	4. Engineering Technology				
G. Fashion and Interior Design		1. Fashion Design, Manufacturing, and Merchandising	2. Interior Design, Furnishings, and Maintenance				
		1. Accounting Services	2. Banking and Related Services	3. Business Financial Management			
H. Finance and Business							
I. Health Science and Medical Technology		1. Biotechnology Research and Development	3. Health Informatics	5. Therapeutic Services			
		2. Diagnostic Services	4. Support Services				
J. Hospitality, Tourism, and Recreation		1. Food Science, Dietetics, and Nutrition	2. Food Service and Hospitality	3. Hospitality, Tourism, and Recreation			
		1. Information Support and Services	3. Network Communications	4. Programming and Systems Development			
K. Information Technology		2. Media Support Services					
		1. Graphic Arts Technology	3. Machine and Forming Technology	4. Welding Technology			
L. Manufacturing and Product Development		2. Integrated Graphics Technology					
M. Marketing, Sales, and Service		1. E-Commerce	3. International Trade	4. Professional Sales and Marketing			
		2. Entrepreneurship					
N. Public Services		1. Human Services	2. Legal and Government Services	3. Protective Services			
O. Transportation		1. Automotive and Heavy Equipment Services	2. Aviation and Aerospace Transportation	3. Collision Repair and Refinishing			



ROBERT B. TAYLOR
CHIEF PROBATION OFFICER

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT
9150 EAST IMPERIAL HIGHWAY, DOWNEY, CALIFORNIA 90242
(562) 940-2501
<http://probation.co.la.ca.us>



April 28, 2008

Robert Taylor, Chief Probation Officer
9150 East Imperial Highway
Downey, California 90242

Dear Chief Taylor:

CHIEF
PROBATION OFFICER
RECEIVED
APR 30 17:37

The most recent Report of the **Comprehensive Educational Reform Committee**, distributed at our Probation Commission's April 23 meeting, is outstanding. It is remarkable in its depth of vision for a Juvenile Justice System willing to move from a 19th Century "Do the Crime—do the time" philosophy, to a System that seeks a transformation of troubled young people into healthy, productive citizens.

In my 23 years as a Probation Commissioner, during which I served as President for ten years, other than the Commission's success in requesting the Board of Supervisors to insist upon *the required numbers of schooling for qualified wards*, I have not experienced any attempt to reform our antiquated Juvenile Justice System. You are to be complimented and supported—for your leadership in introducing changes that meet the multiple needs of those for whom you are responsible. The CERC's proposals should make possible educational reforms, many of which have been long recommended by Supervisor Knabe. With his strong support, oversight and personal leadership, there is new hope for an over-due improved Juvenile Justice System.

At our recent Commission meeting, you indicated that the final Report should be presented to the Board of Supervisors, by the end of May. With this in mind, may I call your attention to "Key Issues" on p.24, which refer to the "Weekend Enrichment" programs, President Clay Hollopeter and I have recommended. Since a brief, incomplete introduction of the concept to our Commission many months ago, changes have been made which should clarify the intent and purpose of the Program as well as its original name. Because of the confusion that LACOE was extending its formal school program to weekends—which it is *not*—the name has been changed to **Weekend Winners**.

It should also be emphasized that weekend classes are strictly **voluntary** and would be carefully planned to avoid conflict with scheduled weekend activities and "downtime" for Camp Wards. It is our hope that it becomes evident to those who hear about it, that the wards who voluntarily attend weekend classes will find them so beneficial upon their return to the Community—whether it be jobs or school, they will prove to be **Winners**.

PROBATION: PROTECTION, CORRECTION, SERVICE

If in your final Report, there could be clarification of the objectives and notation of the name change, the proposed Weekend Program should prove to be a positive contribution towards the lives of troubled juveniles—a hope we all share. Since our Commission's full Agendas have not made it possible to present a detailed Progress Report on the proposed **Weekend Winners** Program, in the interim, I have personally discussed it with Supervisor Knabe, Antonovich and Yaroslavsky, all of whom have enthusiastically endorsed the concept. (I have not yet met with the other Supervisors.)

Meanwhile, if at any time I can be of personal assistance in turning an exciting proposal for the Probation System into a reality, I am available. For your review, a few "updates" on the program are enclosed.

Cordially,


Commissioner Betty Rosenstein, Ed.D.

CC. Supervisors Don Knabe, Mike Antonovich, Zev Yaroslavsky, Commission President Clay Hollopeter

BR/dh

PROBATION: PROTECTION, CORRECTION, SERVICE

WEEKEND WINNERS

A Probation Commission Proposal

Caring, responsible parents supervise the health, welfare, and education of their children *seven* days a week. When family schooling ends at three o'clock, five days a week, the parents' responsibility continues. In turn, when young people are under its supervision in the halls and camps, Probation plays the role of parents.

In today's Juvenile Justice System there seems to be little recognition that Probation's role must go beyond what amounts to mere incarceration. Like it or not, Probation is the parent as long as a ward is in its charge.

The Probation Commission recommends therefore, that "Weekend Winners," a volunteer program be available for all wards in the hall and camps, for the purpose of preparing Juveniles' return to the Community.

In utilizing the time on weekends in which boys and girls are often in their dorms with limited activities, selected programs are being proposed to better enable these young people to begin a productive, rewarding life.

I. The Weekend Winners Program could include the following subjects:

1. How to find a job through:

- a. Employment Agencies
- b. Internet
- c. Newspaper Want Ads

2. Preparation for Interviews:

- a. Dress Code
- b. Writing Resumes, Letters of Recommendation
- c. Acquiring a Social Security Card, Drivers License, etc.
- d. Use of Public Transportation
- e. Need for Punctuality

WEEKEND WINNERS**A Probation Commission Proposal****3. Manners and Etiquette**

- a. Appropriate Language in Public
- b. Eating in Restaurants
- c. "Ladies First"
- d. Opening doors for others

4. Banking

- a. Opening an Account
- b. Deposits/Withdrawals
- c. Writing Checks
- d. Paying Bills

5. Expanding Interests

- a. Reading Newspapers, Magazines, Literature
- b. Listening to Classical and Semi-Classical Music
- c. Preparation for return to regular school,
attending night school, college, private tutoring

6. Family Life: Improve relations with

- a. parents
- b. girlfriend/spouse
- c. children [parental role]

7. Health and Personal Development

- a. Eliminate drugs/smoking
- b. Exercise
- c. Hygiene habits
- d. Anger Management

Dr. Betty Rosenstein 4/08

“WEEKEND WINNERS”

A **voluntary** program on Saturdays and Sundays to ensure Probation’s wards a *successful* transition from **Camp to Community**

Vocational preparation and informal group discussions enable wards to become *winners* as they leave incarceration and return to family life, public schools and/or jobs.

Suggestions for Program Implementation

1. Form a “Weekend Winners” Probation Commission Committee

Members should represent:

- a. Probation Department
- b. Probation Commission
- c. Navigator member
- d. LACOE (Volunteer)

2. Functions of “Weekend Winners” Committee

- a. Select one camp for trial run
- b. Prepare Training Programs for selected Probation Staff
- c. Probation Staff Member to:
 - i. Respond and interact with Program instructors
 - ii. Schedule appropriate time for classes
- c. Select instructors for activities: (Navigators, college students, community orgs)
- d. Schedule periods for parents’ interaction with instructors

3. Make presentations of Programs to Probation/Education Deputies

4. Present formal Report to Board of Supervisors

Dr. Betty Rosenstein 4/08

WEEKEND WINNERS

I. Organization

1. Selection of Supervisor
2. Instructors
 - a) Probation Instructors
 - b) Community Representatives
 - c) Business/Industry Representatives
 - d) Church
 - e) Colleges/Universities
 - f) Volunteers
 - g) Operation Road
3. Preparation of Instructors
4. Classroom Material/Equipment
5. Schedules of Classes
 - a) Time
 - b) Place

II. Program

See Notes on WEEKEND WINNERS

III. Students

1. Class Placement
2. Test/Exams
3. Homework

IV. Budget

1. Classroom Materials
2. Instructors
3. Janitorial Services

V. Parents

1. Involvement with students
2. Teacher consultations

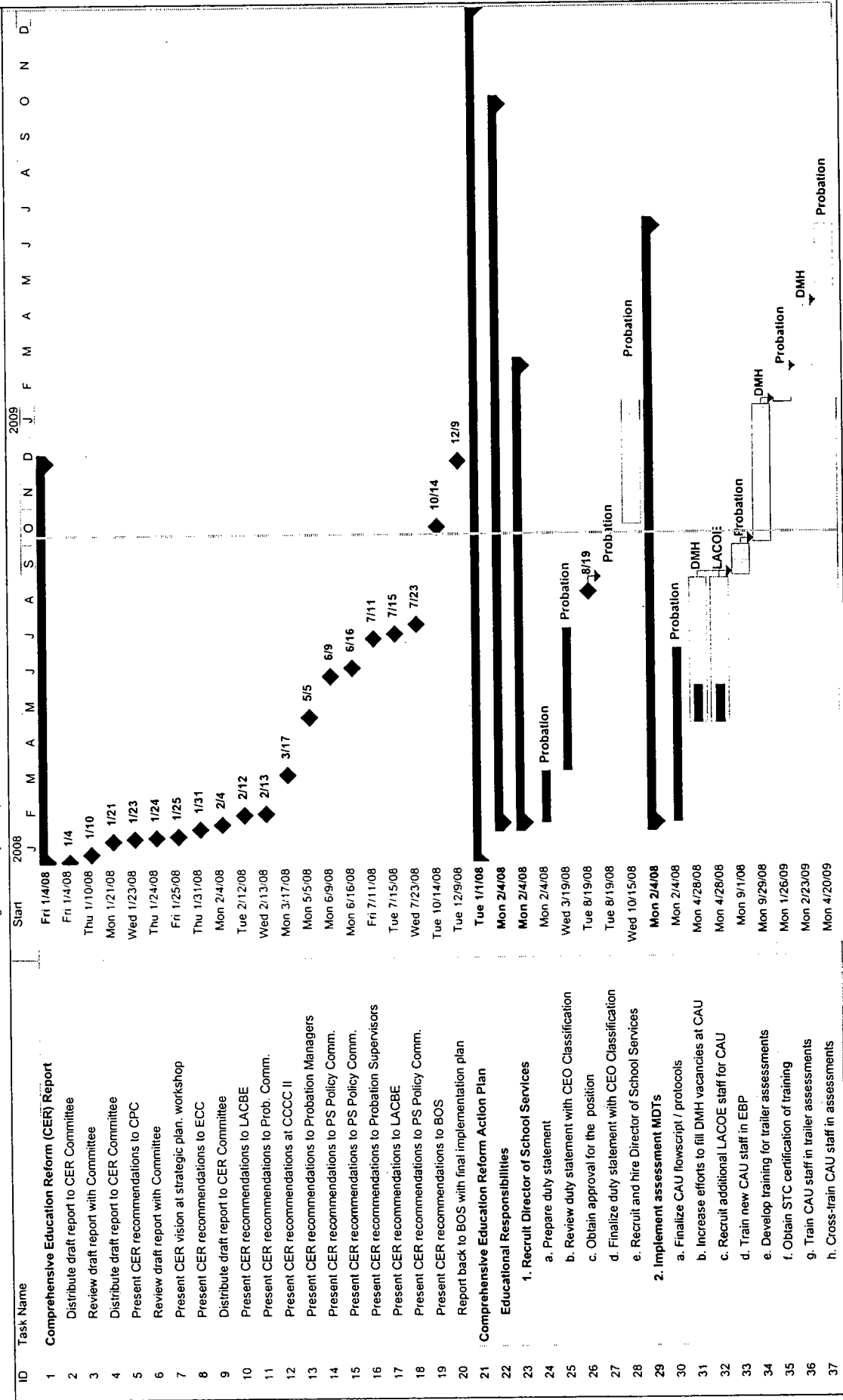
VI. Program Evaluation

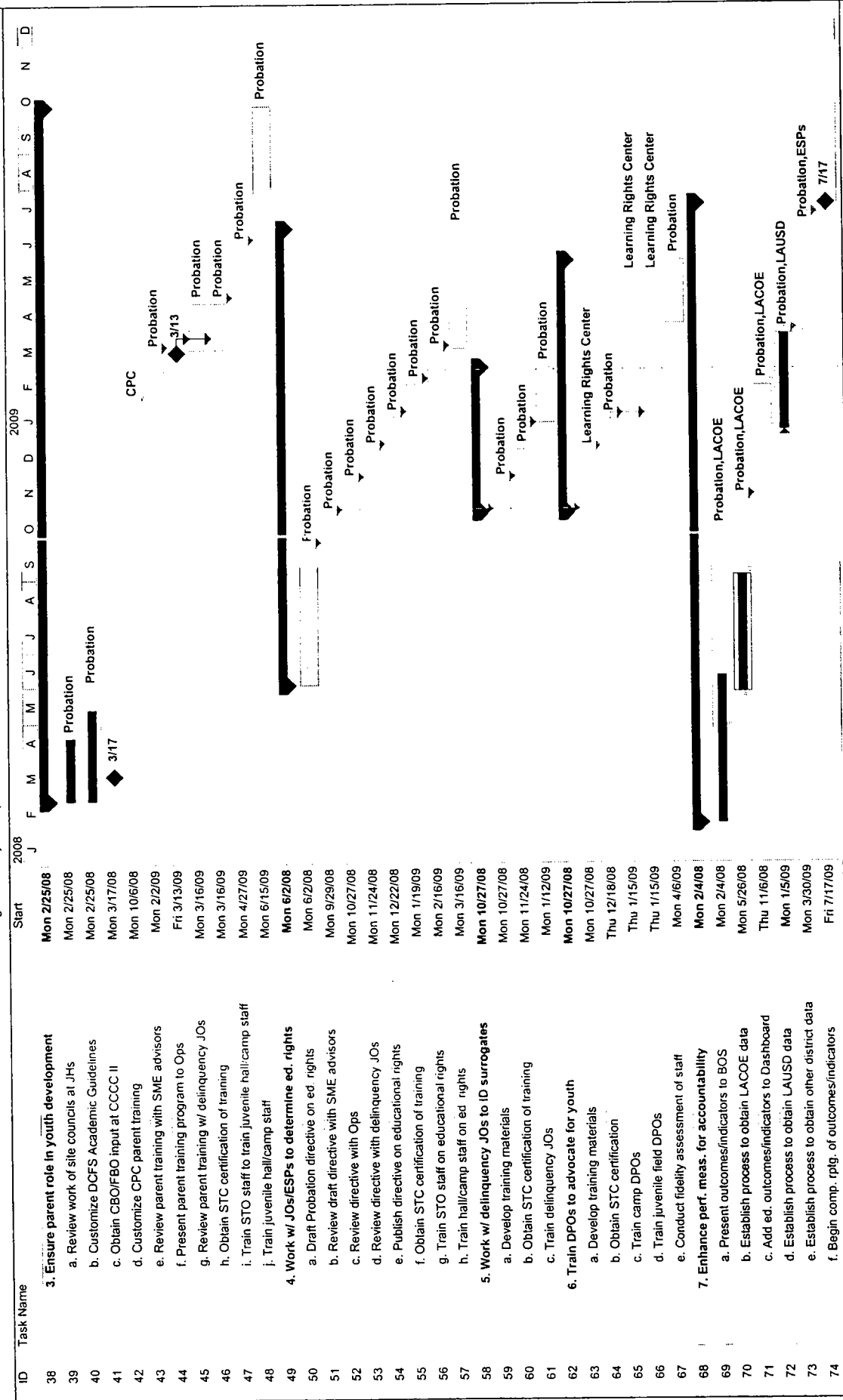
1. Students' Progress
2. Instructors' Report

Dr. Betty Rosenstein 4/08

DRAFT PRELIMINARY
IMPLEMENTATION
ACTION PLAN

Los Angeles County - Comprehensive Educational Reform in the Juvenile Halls and Camps

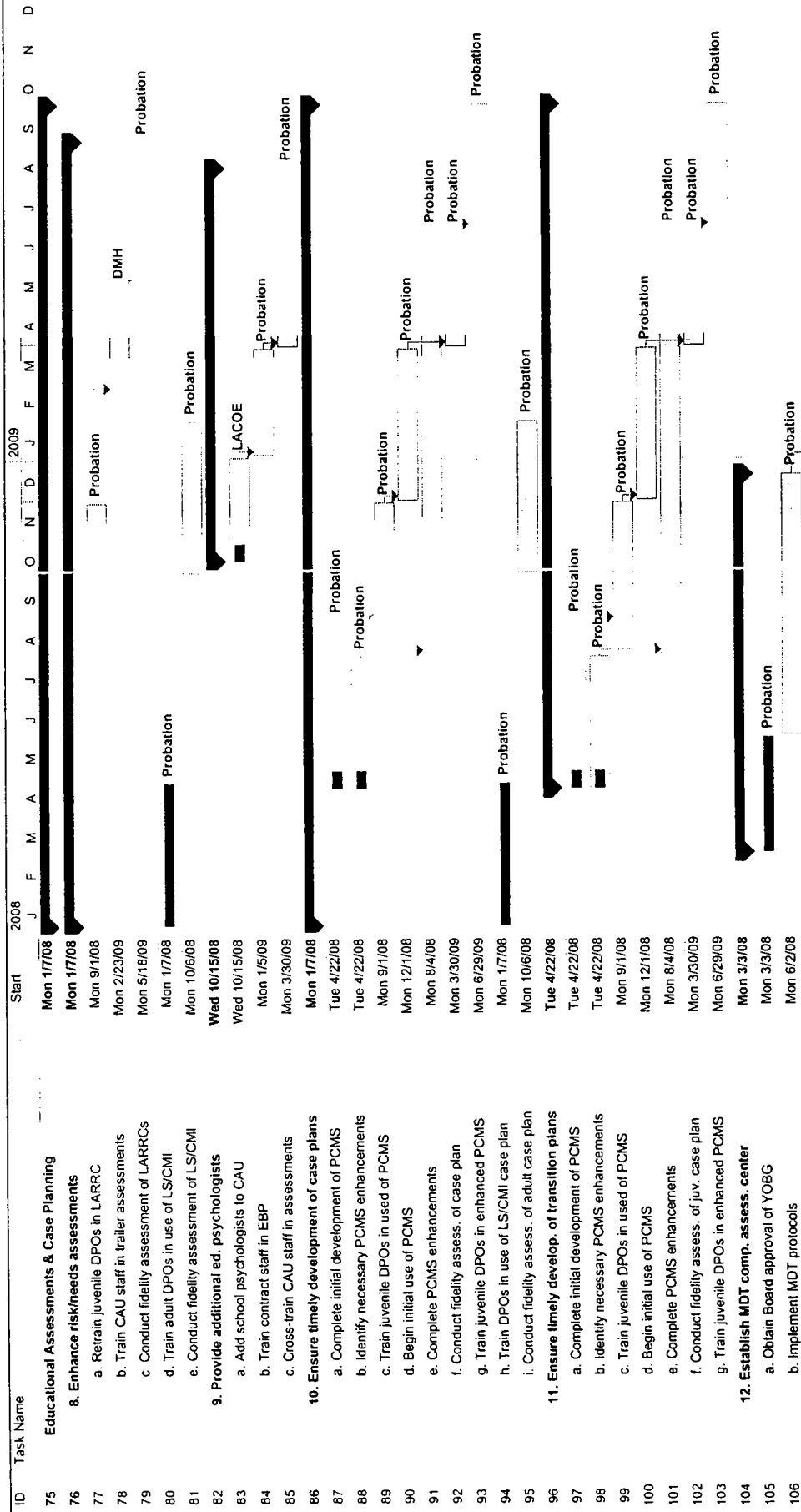




Project: Compreh. Education Reform Date: Tue 10/7/08	Task	Milestone	External Tasks
	Split	Summary	External Milestone
	Progress	Project Summary	Deadline
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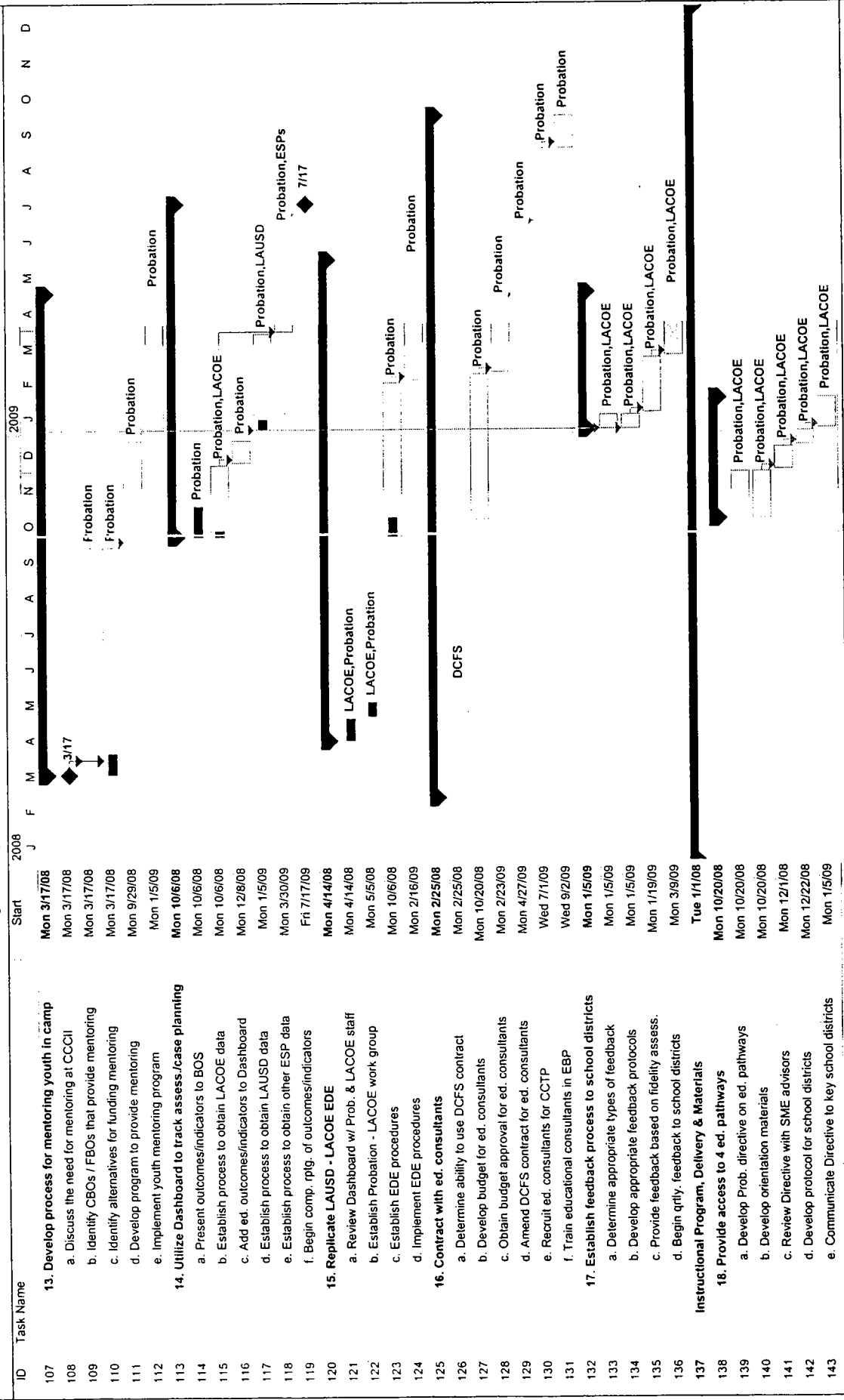
Page 2

Los Angeles County - Comprehensive Educational Reform in the Juvenile Halls and Camps



Project: Compreh. Education Reform Date: Tue 10/7/08	Task		Milestone		External Tasks	
	Split		Summary		External Milestone	
	Progress		Project Summary		Deadline	

Los Angeles County - Comprehensive Educational Reform in the Juvenile Halls and Camps

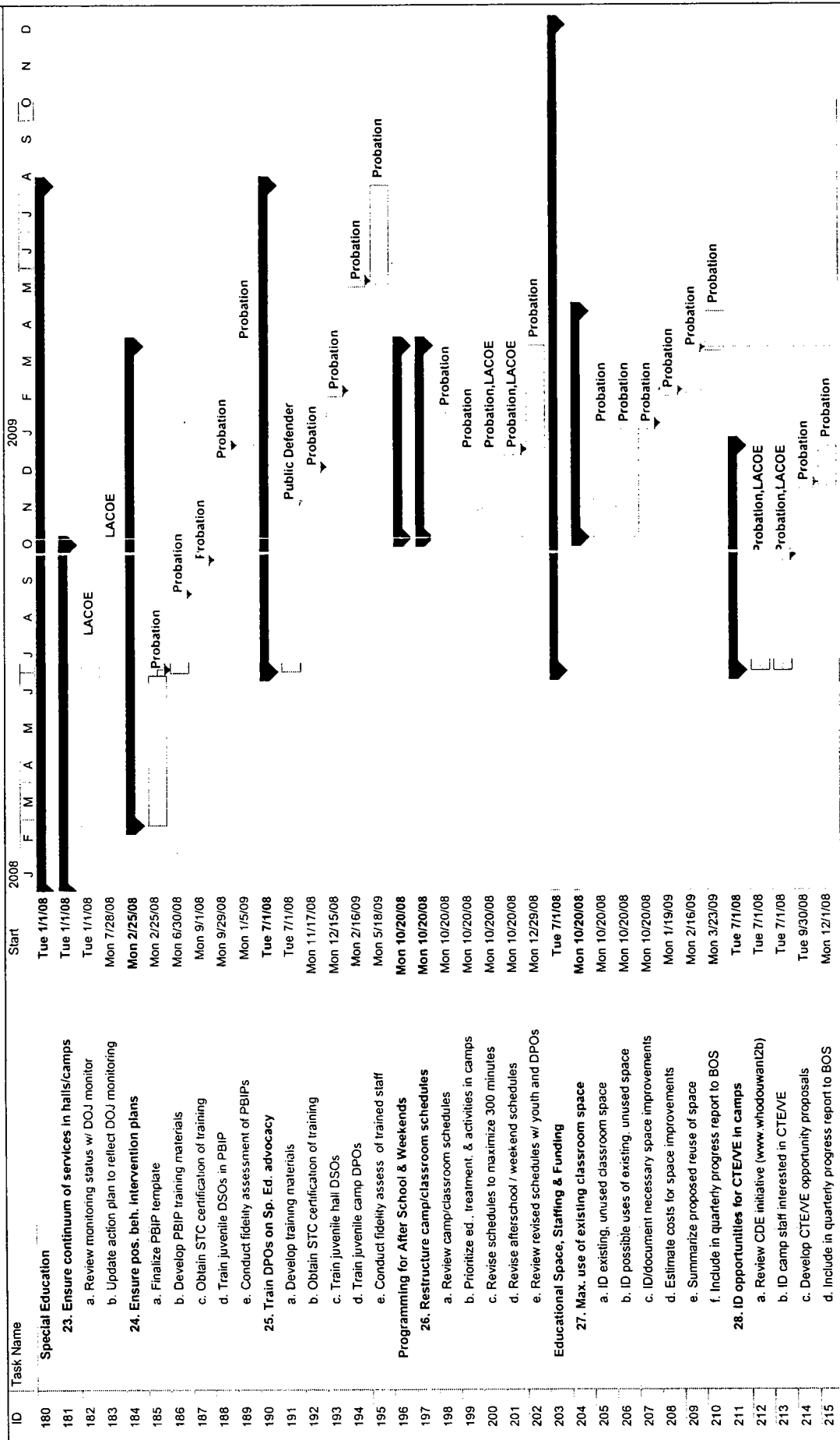


Project Compreh. Education Reform Date: Tue 10/7/08	Task			Milestone			External Tasks		
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	Progress			Project Summary			Deadline		

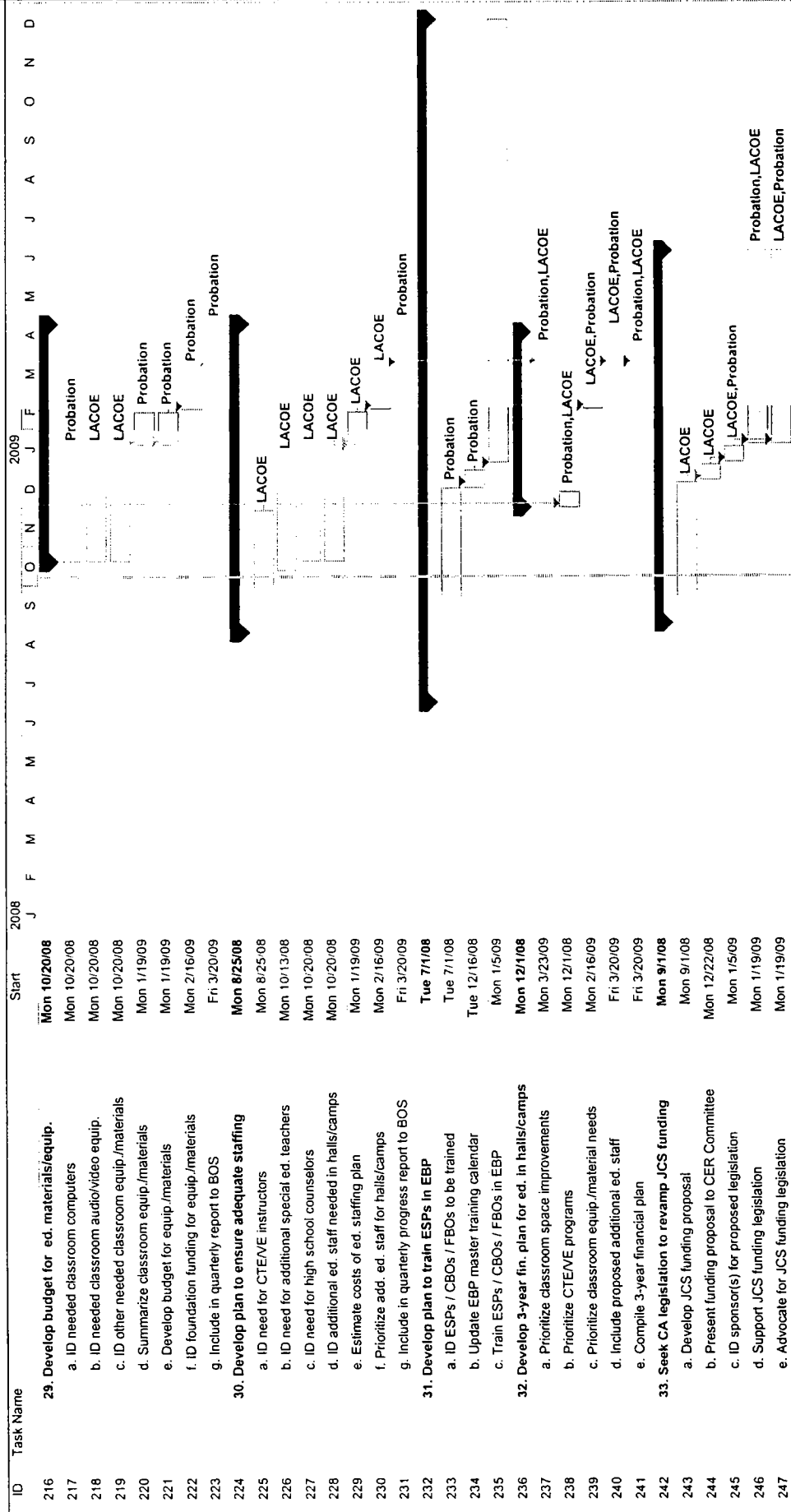
ID	Task Name	Start	2008	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
144	19. Redesign JCS curriculum	Mon 1/7/08																									
145	a. Complete LACOE evaluation of JCS	Mon 1/7/08																									
146	b. Review results with CER Committee	Mon 4/21/08																									
147	c. Develop revised JCS curriculum - halls	Mon 5/5/08																									
148	d. Develop revised JCS curriculum - camps	Mon 5/5/08																									
149	e. Review redesign with Probation	Mon 6/16/08																									
150	f. Train LACOE teachers in new curriculum	Tue 7/1/08																									
151	g. Present redesign to LACBE and BOS	Tue 7/15/08																									
152	h. Pilot JCS curriculum redesign in a juvenile hall	Mon 9/1/08																									
153	i. Pilot JCS curriculum redesign in selected camps	Mon 9/1/08																									
154	j. Develop SBE waiver for JCS curriculum in camps	Mon 9/1/08																									
155	k. Develop SBE waiver for JCS curriculum in halls	Mon 9/1/08																									
156	l. Implement redesign in other juvenile halls	Mon 1/5/09																									
157	m. Begin phased implementation in other juvenile camps	Mon 2/2/09																									
158	20. Develop plan to coordinate EBP / education	Mon 5/5/08																									
159	a. Discuss EBP training with LACOE & LACEA	Mon 5/5/08																									
160	b. Obtain LACOE commitment to EBP	Mon 6/30/08																									
161	c. Obtain DMH commitment to EBP	Mon 6/30/08																									
162	d. ID LACOE/DMH/CBO staff to be trained	Mon 9/29/08																									
163	e. Update EBP master training calendar	Thu 10/23/08																									
164	21. Train teachers in experiential learning	Tue 7/1/08																									
165	a. Develop training materials	Tue 7/1/08																									
166	b. Review training with SME advisors	Mon 9/1/08																									
167	c. Review training materials with LACEA	Mon 9/1/08																									
168	d. Develop training calendar/schedule	Mon 9/1/08																									
169	e. Train teachers in experiential learning	Mon 11/20/08																									
170	22. Develop budget proposals for pilots	Tue 1/1/08																									
171	a. Develop comp. ed reform scenarios to:	Tue 1/1/08																									
172	1) Establish pilot charter schools	Tue 1/1/08																									
173	2) Partner with neighborhood public schools	Tue 1/1/08																									
174	3) Partner with WorkSource/One-Stop Centers	Tue 1/1/08																									
175	b. Present scenarios to LACBE and BOS	Mon 4/14/08																									
176	c. Obtain LACBE / BOS support for scenarios	Mon 4/14/08																									
177	d. Develop pilot proposals for scenarios	Wed 7/9/08																									
178	e. Develop action plans to implement scenarios	Wed 7/9/08																									
179	f. Implement action plans for pilots	Mon 1/5/09																									

Project: Compreh. Education Reform Date: Tue 10/7/08	Task	Milestone	External Tasks
	Split	Summary	External Milestone
	Progress	Project Summary	Deadline

Los Angeles County - Comprehensive Educational Reform in the Juvenile Halls and Camps



Los Angeles County - Comprehensive Educational Reform in the Juvenile Halls and Camps



Project: Compreh. Education Reform

Date: Tue 10/7/08

Task

Split

Progress

Milestone

Summary

Project Summary

External Tasks

External Milestone

Deadline

Los Angeles County - Comprehensive Educational Reform in the Juvenile Halls and Camps

ID	Task Name	Start	2008	J	F	M	A	M	J	J	A	S	O	N	D	J	F	M	A	M	J	J	A	S	O	N	D
248	Quality Assurance & Program Evaluation	Mon 2/25/08																									
249	34. Utilize probation outcomes & indicators	Mon 1/5/09																									
250	a. Use Dashboard to assess performance	Mon 1/5/09																									
251	b. Review performance w/ Research Adv. Comm.	Mon 3/30/09																									
252	c. Use Dashboard to assess outcomes	Mon 1/5/09																									
253	d. Review outcomes with Research Adv. Comm.	Mon 3/30/09																									
254	35. Amend Probation - LACOE MOU	Mon 2/25/08																									
255	a. Review existing LACOE labor agreements	Mon 2/25/08																									
256	b. Review existing Probation - LACOE MOU	Mon 2/25/08																									
257	c. Identify changes in above agreements	Mon 3/17/08																									
258	d. Develop proposed MOU/report card	Mon 4/21/08																									
259	e. Review draft MOU with LACOE / LACEA	Mon 6/9/08																									
260	f. Finalize Probation - LACOE MOU	Mon 6/9/08																									
261	g. Finalize Probation - LACOE report card	Wed 10/15/08																									

Project: Compreh. Education Reform Date: Tue 10/7/08	Task	Milestone	External Tasks
	Split	Summary	External Milestone
	Progress	Project Summary	Deadline

REQUEST FOR
ADDITIONAL POSITIONS

**COUNTY OF LOS ANGELES PROBATION DEPARTMENT
COMPREHENSIVE EDUCATIONAL REFORM AT CAMPS AND HALLS
REQUEST FOR ADDITIONAL POSITIONS AND SERVICES & SUPPLIES**

<u>Item No.</u>	<u>Item Sub</u>	<u>Classification</u>	<u>Ordinance Positions</u> ¹	<u>Budgeted Positions</u>	<u>Estimated NCC</u>
8621	A	Senior Probation Director ²	1	1.0	\$ 162,000
2102	A	Senior Secretary III	1	1.0	72,000
8638	A	Program Analyst, Probation	<u>1</u>	<u>1.0</u>	<u>87,000</u>
Salaries and Employee Benefits			3	3.0	\$ 321,000
Office Equipment & Supplies					20,000
Sub-Total: Additional NCC Needed (Unidentified Funding Source) ³					<u>341,000</u>
Proposed Draft Contract with The Resources Company					
Sub-Total: (Funding Source: Provisional Financing Uses – Probation) ⁴					<u>280,000</u>
TOTAL ESTIMATED COST					<u>\$ 621,000</u>

¹ Requesting authorization to fill three positions in excess of what is provided for in the Probation Department's staffing ordinance, pursuant to Section 6.06.020 of the Los Angeles County Code and subject to allocation by the Chief Executive Office, and would require \$341,000 (annualized) in additional net County cost to provide for salaries and employee benefits and corresponding office furniture, equipment and supplies. An appropriation adjustment would be necessary in the FY 2008-09 Supplemental Changes Budget process to reflect partial-year funding.

² Requesting authorization to fill the Senior Probation Director (S12) position referenced above, or another County position at this Management Appraisal and Performance Plan Tier II level.

³ A funding source has not yet been identified.

⁴ One-time, prior-years' NCC savings generated by the Department is available in the Provisional Financing Uses Budget to finance this cost. An appropriation adjustment would be necessary in the FY 2008-09 Supplemental Changes Budget process.

DRAFT CONTRACT
WITH
THE RESOURCES COMPANY
FOR COMPREHENSIVE
EDUCATION REFORM
IMPLEMENTATION
SERVICES



CONTRACT

BY AND BETWEEN

COUNTY OF LOS ANGELES

AND

THE RESOURCE COMPANY

FOR

COMPREHENSIVE EDUCATION IMPLEMENTATION

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**CONTRACT BETWEEN
COUNTY OF LOS ANGELES
AND
THE RESOURCE COMPANY
FOR
COMPREHENSIVE EDUCATION IMPLEMENTATION**

This Contract and Exhibits are by and between the COUNTY of Los Angeles, hereinafter referred to as COUNTY and The Resource Company, hereinafter referred to as CONTRACTOR. The Resource Company is located at 560 Dewey Boulevard San Francisco, California 94116.

RECITALS

WHEREAS, the COUNTY may contract with private businesses for and Comprehensive Education Implementation Services when certain requirements are met pursuant to Los Angeles COUNTY Code Chapters 44.7 and 2.121; and

WHEREAS, the CONTRACTOR is a private firm that has assembled a project team that will provide Comprehensive Education Implementation Services; and

WHEREAS, CONTRACTOR is duly qualified to engage in the business of providing the required services as set forth hereunder and warrants that it possesses the competence, expertise and personnel necessary to provide such services.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1.0 APPLICABLE DOCUMENTS

Exhibits A, B, C, D, E, F, G, H, I, J, K L, M, N, and O are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, schedule, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits according to the following priority.

STANDARD EXHIBITS:

- 1.1 EXHIBIT A - Statement of Work
- 1.2 EXHIBIT B Pricing Schedule
- 1.3 EXHIBIT C Technical Exhibits
- 1.4 EXHIBIT D - CONTRACTOR's EEO Certification
- 1.5 EXHIBIT E - COUNTY's Administration

- 1.6 EXHIBIT F - CONTRACTOR's Administration
- 1.7 EXHIBIT G Forms Required at the Time of Contract Execution
- 1.8 EXHIBIT H Jury Service Ordinance
- 1.9 EXHIBIT I Safely Surrendered Baby Law

UNIQUE EXHIBITS:

- 1.10 EXHIBIT J Performance Requirements Summary Chart
- 1.11 EXHIBIT K Contract Discrepancy Report
- 1.12 EXHIBIT L Confidentiality of CORI Information
- 1.13 EXHIBIT M THIS IS INTENTIONALLY OMITTED
- 1.14 EXHIBIT N CONTRACTOR's Obligations as a "Business Associate"
Under the Health Insurance Portability & Accountability Act of
1996 (HIPAA)
- 1.15 EXHIBIT O Earned Income Credit

This Contract and the Exhibits hereto constitute the complete and exclusive statement of understanding between the parties, and supersedes all previous Contracts, written and oral, and all communications between the parties relating to the subject matter of this Contract. No change to this Contract shall be valid unless prepared pursuant to sub-paragraph 8.1 - Amendments and signed by both parties.

2.0 DEFINITIONS

~~The headings herein contained are for convenience and reference only and are not intended to define the scope of any provision thereof. The following words as used herein shall be construed to have the following meaning, unless otherwise apparent from the context in which they are used.~~

- 2.1 Contract:** Agreement executed between COUNTY and CONTRACTOR. It sets forth the terms and conditions for the issuance and performance of the Statement of Work, Exhibit A.
- 2.2 CONTRACTOR:** The sole proprietor, partnership, or corporation that has entered into a contract with the COUNTY to perform or execute the work covered by the Statement of Work.
- 2.3 CONTRACTOR Program Director:** The individual designated by the CONTRACTOR to administer the Contract operations after the Contract award.

- 2.4 COUNTY Contract Monitor:** Person with responsibility of monitoring the Contract and the CONTRACTOR. Responsible for providing reports to COUNTY Contract Manager and COUNTY Program Manager. Responsibility for inspections of any and all tasks, deliverables, goods, services and other work provided by the CONTRACTOR.
- 2.5 COUNTY Contract Manager:** Person designated by COUNTY with authority for COUNTY on contractual and administrative matters relating to this Contract.
- 2.6 COUNTY Program Manager:** Person designated by COUNTY to manage the operations under this Contract.
- 2.7 Day(s):** Calendar day(s) unless otherwise specified.
- 2.8 Fiscal Year:** The twelve (12) month period beginning July 1st and ending the following June 30th.

3.0 WORK

- 3.1** Pursuant to the provisions of this Contract, the CONTRACTOR shall fully perform, complete and deliver on time, all tasks, deliverables, services and other work as set forth in herein.
- 3.2** If the CONTRACTOR provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the CONTRACTOR, and the CONTRACTOR shall have no claim whatsoever against the COUNTY.

4.0 TERM OF CONTRACT

- 4.1** The term of this Contract shall be for a 12-month period commencing upon approval and execution by the Chief Probation Officer, unless sooner terminated or extended, in whole or in part, as provided in this Contract.
- 4.2** Contingent upon available funding, the term of the Contract may also be extended beyond the stated expiration date on a month-to-month basis, for a period of time not to exceed six (6) months, this shall be executed upon the written request of the Chief Probation Officer and the written concurrence of the CONTRACTOR. All terms of the Contract in effect at the time of extending the term shall remain in effect for the duration of the extension.

- 4.3 The CONTRACTOR shall notify the Probation Department when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the CONTRACTOR shall send written notification to Los Angeles County Probation at the address herein provided in *Exhibit E - COUNTY's Administration*.

5.0 CONTRACT SUM

- 5.1 The total monetary amount payable by COUNTY to the CONTRACTOR for supplying all services specified under this contract inclusive of all applicable taxes shall not exceed two hundred seventy-nine thousand seven hundred seven dollars (\$279,707) for services as shown in Exhibit B – Pricing Schedule. Reimbursed expenses shall not exceed twenty-three thousand four hundred fifty-nine dollars (\$23,459) as shown in Exhibit B – Pricing Schedule. Fees shall not exceed two hundred fifty-six thousand, two hundred forty-nine dollars (\$256,249) for the initial term of this Contract. Monthly compensation for contract services shall be equal to the tasks completed as identified in Exhibit B – Pricing Schedule. Cost for line items may be invoiced at a lower cost but cannot exceed allocations identified in Exhibit B. Notwithstanding said limitation of funds, CONTRACTOR agrees to satisfactorily perform and complete all work specified herein.
- 5.2 If the CONTRACTOR finds that less than the budgeted one thousand, five hundred seventy-eight (1,578) hours are required to complete this project, the CONTRACTOR will invoice the COUNTY the actual number of hours.
- 5.3 If more than the budgeted one thousand, five hundred seventy-eight (1,578) hours are required to complete this project, the CONTRACTOR ~~agrees to provide the staff and hours necessary to complete this project in~~ accordance with Exhibit A, Statement of Work, with no increase in the Contract Sum as stated in section 5.1 above.
- 5.4 The CONTRACTOR shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the CONTRACTOR's duties, responsibilities, or obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the COUNTY's express prior written approval.

5.5 The CONTRACTOR shall maintain a system of record keeping that will allow the CONTRACTOR to determine when it has incurred seventy-five percent (75%) of the total contract authorization under this Contract. Upon occurrence of this event, the CONTRACTOR shall send written notification to COUNTY's at the address herein provided in *Exhibit E - COUNTY's Administration*.

5.6 No Payment for Services Provided Following Expiration/ Termination of Contract

The CONTRACTOR shall have no claim against COUNTY for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the CONTRACTOR after the expiration or other termination of this Contract. Should the CONTRACTOR receive any such payment it shall immediately notify COUNTY and shall immediately repay all such funds to COUNTY. Payment by COUNTY for services rendered after expiration/termination of this Contract shall not constitute a waiver of COUNTY's right to recover such payment from the CONTRACTOR. This provision shall survive the expiration or other termination of this Contract.

5.7 Invoices and Payments

5.7.1 The CONTRACTOR shall invoice the COUNTY only for providing the tasks, deliverables, goods, services, and other work specified in *Exhibit A - Statement of Work* and elsewhere hereunder. The CONTRACTOR shall prepare invoices, which shall include the charges owed to the CONTRACTOR by the COUNTY under the terms of this Contract. The CONTRACTOR's payments shall be as provided in *Exhibit B - Pricing Schedule*, and the CONTRACTOR shall be paid only for the tasks, deliverables, goods, services, and other work approved in writing by the COUNTY. If the COUNTY does not approve work in writing no payment shall be due to the CONTRACTOR for that work.

5.7.2 The CONTRACTOR's invoices shall be priced in accordance with *Exhibit B - Pricing Schedule*.

5.7.3 The CONTRACTOR's invoices shall contain the information set forth in *Exhibit A - Statement of Work* describing the tasks, deliverables, goods, services, work hours, and facility and/or other work for which payment is claimed.

5.7.4 The CONTRACTOR shall submit the monthly invoices to the COUNTY by the 15th calendar day of the month following the month of service.

- 5.7.5 All invoices under this Contract shall be submitted in two (2) copies to the following address:

Dave Leone
Los Angeles County Probation Department
9150 Imperial Highway
Downey, CA 90242

- 5.7.6 **COUNTY Approval of Invoices.** All invoices submitted by the CONTRACTOR for payment must have the written approval of the COUNTY's Project Manager prior to any payment thereof. In no event shall the COUNTY be liable or responsible for any payment prior to such written approval. Approval for payment will not be unreasonably withheld, and in no instance will such approval take more than (2) two weeks from receipt of properly prepared invoices by the COUNTY.

- 5.7.7 **Local Small Business Enterprises – Prompt Payment Program.** Certified Local SBEs will receive prompt payment for services they provide to COUNTY departments. Prompt payment is defined as 15 calendar days after receipt of an undisputed invoice.

6.0 ADMINISTRATION OF CONTRACT - COUNTY

COUNTY ADMINISTRATION

A listing of all COUNTY Administration referenced in the following sub-paragraphs are designated in *Exhibit E - COUNTY's Administration*. The COUNTY shall notify the CONTRACTOR in writing of any change in the names or addresses shown.

6.1 COUNTY's Contract Manager

The responsibilities of the COUNTY's Contract Manager include:

- ensuring that the objectives of the Contract are met;
- making changes in the terms and conditions of the Contract in accordance with sub-paragraph 8.1, Amendments; and
- providing direction to CONTRACTOR in the areas relating to COUNTY policy, information requirements, and procedural requirements.

6.2 COUNTY's Program Manager

The responsibilities of the COUNTY's Program Manager include:

- meeting with the CONTRACTOR's Program Director on a regular basis; and
- inspecting any and all tasks, deliverables, goods, services, or other work provided by or on behalf of the CONTRACTOR.

The COUNTY's Project Manager is not authorized to make any changes in any of the terms and conditions of this Contract and is not authorized to further obligate COUNTY in any respect whatsoever.

6.3 COUNTY's Contract Monitor

The COUNTY's Contract Monitor is responsible for the monitoring of the Contract and the CONTRACTOR, also providing reports to the COUNTY's Contract Manager and the COUNTY's Program Manager.

7.0 ADMINISTRATION OF CONTRACT – CONTRACTOR

7.1 CONTRACTOR's Project Director

7.1.1 The CONTRACTOR's Project Director is Davis Schwartz. The CONTRACTOR shall notify the COUNTY in writing of any change in the name or address of the CONTRACTOR's Project Director.

7.1.2 The CONTRACTOR's Project Director shall be responsible for the CONTRACTOR's day-to-day activities as related to this Contract and shall coordinate with COUNTY's Project Manager and COUNTY's Contract Monitor on a regular basis.

7.2 Approval of CONTRACTOR's Staff

COUNTY has the absolute right to approve or disapprove all of the CONTRACTOR's staff performing work hereunder and any proposed changes in the CONTRACTOR's staff, including, but not limited to, the CONTRACTOR's Project Director.

7.3 CONTRACTOR's Staff Identification

CONTRACTOR shall ensure that all staff providing services under this Contract has valid photo identification.

7.4 Background and Security Investigations

7.4.1 All CONTRACTOR staff performing work under this Contract shall undergo and pass, to the satisfaction of COUNTY, a background investigation as a condition of beginning and continuing to work under this Contract. COUNTY shall use its discretion in determining the method of background clearance to be used, which may include but is not limited to fingerprinting. The fees associated with obtaining the background information shall be at the expense of the CONTRACTOR, regardless if the CONTRACTOR's staff passes or fails the background clearance investigation.

7.5 Confidentiality

7.5.1 The CONTRACTOR shall maintain the confidentiality of all records obtained from the COUNTY under this Contract in accordance with all applicable federal, State or local laws, ordinances, regulations and directives relating to confidentiality.

7.5.2 The CONTRACTOR shall inform all of its officers, employees, agents and SUBCONTRACTOR's providing services hereunder of the confidentiality provisions of this Contract.

7.5.3 The CONTRACTOR shall sign and adhere to the provisions of the "CONTRACTOR Acknowledgement and Confidentiality Agreement", Exhibit G1.

7.5.3 The CONTRACTOR shall cause each employee performing services covered by this Contract to sign and adhere to the provisions of the "CONTRACTOR Employee Acknowledgment and Confidentiality Agreement", Exhibit G2.

7.5.4 The CONTRACTOR shall cause each non-employee performing services covered by this Contract to sign and adhere to the provisions of the "CONTRACTOR Non-Employee Acknowledgment and Confidentiality Agreement", Exhibit G3.

8.0 STANDARD TERMS AND CONDITIONS

8.1 AMENDMENTS

The COUNTY reserves the right to change any portion of the work required under this contract, or amend such other items and conditions which may become necessary. Any such revisions shall be accomplished in the following manner:

- 8.1.1 For any change which does not materially affect the scope of work, period of performance, payments, or any other term or condition included under this contract, a Change Notice shall be prepared and signed by COUNTY'S Chief Probation Officer or his designee and CONTRACTOR'S Project Director.
- 8.1.2 For any revision which materially affects the scope of work, period of performance, payments, or any term and condition included under this Contract, a negotiated modification to this contract shall be executed by the Los Angeles COUNTY Board of Supervisors and CONTRACTOR.
- 8.1.3 As used herein, the term "materially" is defined as being a change of more than ten percent (10%) of the contract price contingent upon available funding, a change of more than one hundred eighty (180) days to any period of performance or a change in the work required which in the sole discretion of the COUNTY'S Chief Probation Officer warrants execution by the Board of Supervisors.
- 8.1.4 The COUNTY's Board of Supervisors or Chief Executive Officer or designee may require the addition and/or change of certain terms and conditions in the Contract during the term of this Contract. The COUNTY reserves the right to add and/or change such provisions as required by the COUNTY's Board of Supervisors or Chief Executive Officer. To implement such changes, an Amendment to the Contract shall be prepared and executed by the CONTRACTOR and by the Chief Probation Officer or his designee.

8.2 ASSIGNMENT AND DELEGATION

- 8.2.1 The CONTRACTOR shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of COUNTY, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, COUNTY consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by the COUNTY to any approved delegate or assignee on any claim

under this Contract shall be deductible, at COUNTY's sole discretion, against the claims, which the CONTRACTOR may have against the COUNTY.

8.2.2 Shareholders, partners, members, or other equity holders of CONTRACTOR may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such sale, transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of CONTRACTOR to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of COUNTY in accordance with applicable provisions of this Contract.

8.2.3 If any assumption, assignment, delegation, or takeover of any of the CONTRACTOR's duties, responsibilities, obligations, or performance of same by any entity other than the CONTRACTOR, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without COUNTY's express prior written approval, shall be a material breach of the Contract which may result in the termination of this Contract. In the event of such termination, COUNTY shall be entitled to pursue the same remedies against CONTRACTOR as it could pursue in the event of default by CONTRACTOR.

8.3 AUTHORIZATION WARRANTY

The CONTRACTOR represents and warrants that the person executing this Contract for the CONTRACTOR is an authorized agent who has actual authority to bind the CONTRACTOR to each and every term, condition, and obligation of this Contract and that all requirements of the CONTRACTOR have been fulfilled to provide such actual authority.

8.4 BUDGET REDUCTIONS

In the event that the COUNTY's Board of Supervisors adopts, in any fiscal year, a COUNTY Budget which provides for reductions in the salaries and benefits paid to the majority of COUNTY employees and imposes similar reductions with respect to COUNTY Contracts, the COUNTY reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the CONTRACTOR under this Contract shall also be reduced

correspondingly. The COUNTY's notice to the CONTRACTOR regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, the CONTRACTOR shall continue to provide all of the services set forth in this Contract.

8.5 COMPLAINTS

The CONTRACTOR shall develop, maintain and operate procedures for receiving, investigating and responding to complaints.

- 8.5.1 Within (15) fifteen business days after Contract effective date, the CONTRACTOR shall have a policy for receiving, investigating and responding to user complaints.
- 8.5.2 COUNTY may review the CONTRACTOR's policy and provide the CONTRACTOR with approval of said plan or with requested changes.
- 8.5.3 If the COUNTY requests changes in the CONTRACTOR's policy, the CONTRACTOR shall make such changes and resubmit the plan within five (5) business days for COUNTY approval.
- 8.5.4 If, at any time, the CONTRACTOR wishes to change the CONTRACTOR's policy, the CONTRACTOR shall submit proposed changes to the COUNTY for approval before implementation.
- 8.5.5 The CONTRACTOR shall preliminarily investigate all complaints and notify the COUNTY's Project Manager of the status of the investigation within five (5) business days of receiving the complaint.
- 8.5.6 When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.
- 8.5.7 Copies of all written responses shall be sent to the COUNTY's Program Manager within three (3) business days of mailing to the complainant.

8.6 COMPLIANCE WITH APPLICABLE LAW

- 8.6.1 The CONTRACTOR shall comply with all applicable Federal, ~~State, and local laws, rules, regulations, ordinances, and directives,~~

and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference.

- 8.6.2 The CONTRACTOR shall indemnify and hold harmless the COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, arising from or related to any violation on the part of the CONTRACTOR or its employees, agents, or SUBCONTRACTORS' of any such laws, rules, regulations, ordinances, or directives.

8.7 COMPLIANCE WITH CIVIL RIGHTS LAWS

The CONTRACTOR hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The CONTRACTOR shall comply with *Exhibit D - CONTRACTOR's EEO Certification*.

8.8 COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM

8.8.1 Jury Service Program:

This Contract is subject to the provisions of the COUNTY's ordinance entitled CONTRACTOR Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is attached as *Exhibit H* and incorporated by reference into and made a part of this Contract.

8.8.2 Written Employee Jury Service Policy.

1. Unless the CONTRACTOR has demonstrated to the COUNTY's satisfaction either that the CONTRACTOR is not a "CONTRACTOR" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the CONTRACTOR qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the CONTRACTOR shall have and adhere to a written policy that provides that its employees shall receive from the ~~CONTRACTOR, on an annual basis, no less than five days of~~

regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the CONTRACTOR or that the CONTRACTOR deduct from the Employee's regular pay the fees received for jury service.

2. For purposes of this sub-paragraph, "CONTRACTOR" means a person, partnership, corporation or other entity which has a contract with the COUNTY or a subcontract with a COUNTY CONTRACTOR and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more COUNTY contracts or subcontracts. "Employee" means any California resident who is a full-time employee of the CONTRACTOR. "Full-time" means 40 hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the COUNTY, or 2) CONTRACTOR has a long-standing practice that defines the lesser number of hours as full-time. Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the CONTRACTOR uses any SUBCONTRACTOR to perform services for the COUNTY under the Contract, the SUBCONTRACTOR shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the agreement.
3. If the CONTRACTOR is not required to comply with the Jury Service Program when the Contract commences, the CONTRACTOR shall have a continuing obligation to review the applicability of its "exception status" from the Jury Service Program, and the CONTRACTOR shall immediately notify the COUNTY if the CONTRACTOR at any time either comes within the Jury Service Program's definition of "CONTRACTOR" or if the CONTRACTOR no longer qualifies for an exception to the Jury Service Program. In either event, the CONTRACTOR shall immediately implement a written policy consistent with the Jury Service Program. The COUNTY may also require, at any time during the Contract and at its sole discretion, that the CONTRACTOR demonstrate to the COUNTY's satisfaction that the CONTRACTOR either continues to remain outside of the Jury Service Program's definition of "CONTRACTOR" and/or that the CONTRACTOR continues to qualify for an exception to the Program.

4. CONTRACTOR's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, COUNTY may, in its sole discretion, terminate the Contract and/or bar the CONTRACTOR from the award of future COUNTY contracts for a period of time consistent with the seriousness of the breach.

8.9 CONFLICT OF INTEREST

- 8.9.1 No COUNTY employee whose position with the COUNTY enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the CONTRACTOR or have any other direct or indirect financial interest in this Contract. No officer or employee of the CONTRACTOR who may financially benefit from the performance of work hereunder shall in any way participate in the COUNTY's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the COUNTY's approval or ongoing evaluation of such work.
- 8.9.2 The CONTRACTOR shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The CONTRACTOR warrants that it is not now aware of any facts that create a conflict of interest. If the CONTRACTOR hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it shall immediately make full written disclosure of such facts to the COUNTY. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

8.10 CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST

Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, the CONTRACTOR shall give first consideration for such employment openings to qualified, permanent COUNTY employees who are targeted for layoff or qualified, former COUNTY employees who are on a re-employment list during the life of this Contract.

8.11 CONSIDERATION OF HIRING GAIN/GROW PROGRAM PARTICIPANTS

8.11.1 Should the CONTRACTOR require additional or replacement personnel after the effective date of this Contract, the CONTRACTOR shall give consideration for any such employment openings to participants in the COUNTY's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the CONTRACTOR's minimum qualifications for the open position. For this purpose, consideration shall mean that the CONTRACTOR will interview qualified candidates. The COUNTY will refer GAIN/GROW participants by job category to the CONTRACTOR.

8.11.2 In the event that both laid-off COUNTY employees and GAIN/GROW participants are available for hiring, COUNTY employees shall be given first priority.

8.12 CONTRACTOR RESPONSIBILITY AND DEBARMENT

8.12.1 Responsible CONTRACTOR

A responsible CONTRACTOR is a CONTRACTOR who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the COUNTY's policy to conduct business only with responsible CONTRACTORS.

8.12.2 Chapter 2.202 of the County Code

The CONTRACTOR is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the COUNTY acquires information concerning the performance of the CONTRACTOR on this or other contracts which indicates that the CONTRACTOR is not responsible, the COUNTY may, in addition to other remedies provided in the Contract, debar the CONTRACTOR from bidding or proposing on, or being awarded, and/or performing work on COUNTY contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the CONTRACTOR may have with the COUNTY.

8.12.3 Non-responsible CONTRACTOR

The COUNTY may debar a CONTRACTOR if the Board of Supervisors finds, in its discretion, that the CONTRACTOR has done any of the following: (1) violated a term of a contract with the COUNTY or a nonprofit corporation created by the COUNTY, (2) committed an act or omission which negatively reflects on the CONTRACTOR's quality, fitness or capacity to perform a contract with the COUNTY, any other public entity, or a nonprofit corporation created by the COUNTY, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the COUNTY or any other public entity.

8.12.4 CONTRACTOR Hearing Board

1. If there is evidence that the CONTRACTOR may be subject to debarment, the Department will notify the CONTRACTOR in writing of the evidence which is the basis for the proposed debarment and will advise the CONTRACTOR of the scheduled date for a debarment hearing before the CONTRACTOR Hearing Board.
2. The CONTRACTOR Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The CONTRACTOR and/or the CONTRACTOR's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the CONTRACTOR Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the CONTRACTOR should be debarred, and, if so, the appropriate length of time of the debarment. The CONTRACTOR and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.
3. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the CONTRACTOR Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.
4. If a CONTRACTOR has been debarred for a period longer than five (5) years, that CONTRACTOR may after the

debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The COUNTY may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the CONTRACTOR has adequately demonstrated one or more of the following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interests of the COUNTY.

5. The CONTRACTOR Hearing Board will consider a request for review of a debarment determination only where (1) the CONTRACTOR has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the CONTRACTOR Hearing Board will provide notice of the hearing on the request. At the hearing, the CONTRACTOR Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the CONTRACTOR Hearing Board pursuant to the same procedures as for a debarment hearing.
6. The CONTRACTOR Hearing Board's proposed decision ~~shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment.~~ The CONTRACTOR Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the CONTRACTOR Hearing Board.

8.12.5 Subcontractors of CONTRACTOR

These terms shall also apply to Subcontractors of the CONTRACTOR.

8.13 CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR acknowledges that the COUNTY places a high priority on the implementation of the Safely Surrendered Baby Law. The CONTRACTOR understands that it is the COUNTY's policy to encourage all COUNTY CONTRACTOR's to voluntarily post the COUNTY's "Safely Surrendered Baby Law" poster in a prominent position at the CONTRACTOR's place of business. The CONTRACTOR will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The COUNTY's Department of Children and Family Services will supply the CONTRACTOR with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org.

8.14 CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

8.14.1 The CONTRACTOR acknowledges that the COUNTY has established a goal of ensuring that all individuals who benefit financially from the COUNTY through Contract are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the COUNTY and its taxpayers.

8.14.2 As required by the COUNTY's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the CONTRACTOR's duty under this Contract to comply with all applicable provisions of law, the CONTRACTOR warrants that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

8.15 COUNTY'S QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR's performance under this Contract on not less than an annual basis. Such evaluation will include assessing the CONTRACTOR's compliance with all Contract terms and conditions and performance standards. CONTRACTOR deficiencies

which the COUNTY determines are severe or continuing and that may place performance of the Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and the CONTRACTOR. If improvement does not occur consistent with the corrective action measures, the COUNTY may terminate this Contract or impose other penalties as specified in this Contract.

8.16 DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS

8.16.1 The CONTRACTOR shall repair, or cause to be repaired, at its own cost, any and all damage to COUNTY facilities, buildings, or grounds caused by the CONTRACTOR or employees or agents of the CONTRACTOR. Such repairs shall be made immediately after the CONTRACTOR has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

8.16.2 If the CONTRACTOR fails to make timely repairs, COUNTY may make any necessary repairs. All costs incurred by COUNTY, as determined by COUNTY, for such repairs shall be repaid by the CONTRACTOR by cash payment upon demand.

8.17 EMPLOYMENT ELIGIBILITY VERIFICATION

8.17.1 The CONTRACTOR warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in Federal and State statutes and regulations. The CONTRACTOR shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The CONTRACTOR shall retain all such documentation for all covered employees for the period prescribed by law.

8.17.2 The CONTRACTOR shall indemnify, defend, and hold harmless, the COUNTY, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the CONTRACTOR or the COUNTY or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

8.18 FACSIMILE REPRESENTATIONS

The COUNTY and the CONTRACTOR hereby agree to regard facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on the Amendments prepared pursuant to sub-paragraph 8.1, and received via communications facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract, such that the parties need not follow up facsimile transmissions of such documents with subsequent (non-facsimile) transmission of "original" versions of such documents.

8.19 FAIR LABOR STANDARDS

The CONTRACTOR shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the COUNTY and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the CONTRACTOR's employees for which the COUNTY may be found jointly or solely liable.

8.20 FORCE MAJEURE

8.20.1 Neither party shall be liable for such party's failure to perform its obligations under and in accordance with this *Contract*, if such failure arises out of fires, floods, epidemics, quarantine restrictions, other natural occurrences, strikes, lockouts (other than a lockout by such party or any of such party's subcontractors), freight embargoes, or other similar events to those described above, but in every such case the failure to perform must be totally beyond the control and without any fault or negligence of such party (such events are referred to in this sub-paragraph as "force majeure events").

8.20.2 Notwithstanding the foregoing, a default by a subcontractor of CONTRACTOR shall not constitute a force majeure event, unless such default arises out of causes beyond the control of both CONTRACTOR and such subcontractor, and without any fault or negligence of either of them. In such case, CONTRACTOR shall not be liable for failure to perform, unless the goods or services to be furnished by the subcontractor were obtainable from other sources in sufficient time to permit CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph,

the term "subcontractor" and "subcontractors" mean subcontractors at any tier.

- 8.20.3 In the event CONTRACTOR's failure to perform arises out of a force majeure event, CONTRACTOR agrees to use commercially reasonable best efforts to obtain goods or services from other sources, if applicable, and to otherwise mitigate the damages and reduce the delay caused by such force majeure event.

8.21 GOVERNING LAW, JURISDICTION, AND VENUE

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The CONTRACTOR agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the COUNTY of Los Angeles.

8.22 INDEPENDENT CONTRACTOR STATUS

- 8.22.1 This Contract is by and between the COUNTY and the CONTRACTOR and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the COUNTY and the CONTRACTOR. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.
- 8.22.2 The CONTRACTOR shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all compensation and benefits. The COUNTY shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the CONTRACTOR.
- 8.22.3 The CONTRACTOR understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the CONTRACTOR and not employees of the COUNTY. The CONTRACTOR shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the CONTRACTOR pursuant to this Contract.

8.22.4 The CONTRACTOR shall adhere to the provisions stated in subparagraph 7.5 - Confidentiality.

8.23 INDEMNIFICATION

The CONTRACTOR shall indemnify, defend and hold harmless the COUNTY, its Special Districts, elected and appointed officers, employees, and agents from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from or connected with the CONTRACTOR's acts and/or omissions arising from and/or relating to this Contract.

8.24 GENERAL INSURANCE REQUIREMENTS

Without limiting the CONTRACTOR's indemnification of the COUNTY and during the term of this Contract, the CONTRACTOR shall provide and maintain, and shall require all of its Subcontractors to maintain, the following programs of insurance specified in this Contract. Such insurance shall be primary to and not contributing with any other insurance or self-insurance programs maintained by the COUNTY. Such coverage shall be provided and maintained at the CONTRACTOR's own expense.

8.24.1 Evidence of Insurance: Certificate(s) or other evidence of coverage satisfactory to the COUNTY shall be delivered to:

Yolanda Young
Contracts & Grants Management Division
Los Angeles County Probation Department
9150 East Imperial Highway
Downey, California 90242

prior to commencing services under this Contract. Such certificates or other evidence shall:

- Specifically identify this Contract;
- Clearly evidence all coverages required in this Contract;
- Contain the express condition that the COUNTY is to be given written notice by mail at least thirty (30) days in advance of cancellation for all policies evidenced on the certificate of insurance;
- Include copies of the additional insured endorsement to

the commercial general liability policy, adding the County of Los Angeles, its Special Districts, its officials, officers and employees as insured for all activities arising from this Contract; and

- Identify any deductibles or self-insured retentions for the COUNTY's approval. The COUNTY retains the right to require the CONTRACTOR to reduce or eliminate such deductibles or self-insured retentions as they apply to the COUNTY, or, require the CONTRACTOR to provide a bond guaranteeing payment of all such retained losses and related costs, including, but not limited to, expenses or fees, or both, related to investigations, claims administrations, and legal defense. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

8.24.2 Insurer Financial Ratings: Insurance is to be provided by an insurance company acceptable to the COUNTY with an A.M. Best rating of not less than A:VII unless otherwise approved by the COUNTY.

8.24.3 Failure to Maintain Coverage: Failure by the CONTRACTOR to maintain the required insurance, or to provide evidence of insurance coverage acceptable to the COUNTY, shall constitute a material breach of the Contract upon which the COUNTY may immediately terminate or suspend this Contract. The COUNTY, at its sole option, may obtain damages from the CONTRACTOR resulting from said breach. Alternatively, the COUNTY may purchase such required insurance coverage, and without further notice to the CONTRACTOR, the COUNTY may deduct from sums due to the CONTRACTOR any premium costs advanced by the COUNTY for such insurance.

8.24.4 Notification of Incidents, Claims or Suits: CONTRACTOR shall report to the COUNTY:

- Any accident or incident relating to services performed under this Contract which involves injury or property damage which may result in the filing of a claim or lawsuit against the CONTRACTOR and/or the COUNTY. Such report shall be made in writing within 24 hours of occurrence.
- Any third party claim or lawsuit filed against the CONTRACTOR arising from or related to services performed by the CONTRACTOR under this Contract.

- Any injury to a CONTRACTOR employee that occurs on COUNTY property. This report shall be submitted on a COUNTY "Non-employee Injury Report" to the COUNTY's Project Manager.
- Any loss, disappearance, destruction, misuse, or theft of any kind whatsoever of COUNTY property, monies or securities entrusted to the CONTRACTOR under the terms of this Contract.

8.24.5 Compensation for COUNTY Costs: In the event that the CONTRACTOR fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to the COUNTY, the CONTRACTOR shall pay full compensation for all costs incurred by the COUNTY.

8.24.6 Insurance Coverage Requirements for Subcontractors: The CONTRACTOR shall ensure any and all Subcontractors performing services under this Contract meet the insurance requirements of this Contract by either:

- The CONTRACTOR providing evidence of insurance covering the activities of Subcontractors, or
- The CONTRACTOR providing evidence submitted by Subcontractors evidencing that Subcontractors maintain the required insurance coverage. The COUNTY retains the right to obtain copies of evidence of Subcontractor insurance coverage at any time.

8.25 INSURANCE COVERAGE REQUIREMENTS

8.25.1 General Liability insurance written on ISO policy form CG 00 01 or its equivalent with limits of not less than the following:

General Aggregate:	\$2 million
Products/Completed Operations Aggregate:	\$1 million
Personal and Advertising Injury:	\$1 million
Each Occurrence:	\$1 million

8.25.2 Automobile Liability written on ISO policy form CA 00 01 or its equivalent with a limit of liability of not less than \$1 million for each accident. Such insurance shall include coverage for all "owned", "hired" and "non-owned" vehicles, or coverage for "any auto".

8.25.3 Workers' Compensation and Employers' Liability insurance providing workers' compensation benefits, as required by the Labor Code of the State of California or by any other state, and for which the CONTRACTOR is responsible. If the CONTRACTOR's employees will be engaged in maritime employment, coverage shall provide workers' compensation benefits as required by the U.S. Longshore and Harbor Workers' Compensation Act, Jones Act or any other federal law for which the CONTRACTOR is responsible. In all cases, the above insurance also shall include Employers' Liability coverage with limits of not less than the following:

Each Accident:	\$1 million
Disease - policy limit:	\$1 million
Disease - each employee:	\$1 million

8.26 LIQUIDATED DAMAGES

8.26.1 If, in the judgment of the Department Head, or his/her designee, the CONTRACTOR is deemed to be non-compliant with the terms and obligations assumed hereby, the Department Head, or his designee, at his option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the CONTRACTOR's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the CONTRACTOR from the COUNTY, will be forwarded to the CONTRACTOR by the Department Head, or his/her designee, in a written notice describing the reasons for said action.

8.26.2 If the Department Head, or his/her designee, determines that there are deficiencies in the performance of this Contract that the Department Head, or his/her designee, deems are correctable by the CONTRACTOR over a certain time span, the Department Head, or his/her designee, will provide a written notice to the CONTRACTOR to correct the deficiency within specified time frames. Should the CONTRACTOR fail to correct deficiencies within said time frame, the Department Head, or his/her designee, may:

- (a) Deduct from the CONTRACTOR's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or
- (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the CONTRACTOR to

correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, or as specified in the *Performance Requirements Summary (PRS) Chart*, as defined in *Exhibit J*, hereunder, and that the CONTRACTOR shall be liable to the COUNTY for liquidated damages in said amount. Said amount shall be deducted from the COUNTY's payment to the CONTRACTOR; and/or

- (c) Upon giving five (5) days notice to the CONTRACTOR for failure to correct the deficiencies, the COUNTY may correct any and all deficiencies and the total costs incurred by the COUNTY for completion of the work by an alternate source, whether it be COUNTY forces or separate private CONTRACTOR, will be deducted and forfeited from the payment to the CONTRACTOR from the COUNTY, as determined by the COUNTY.

8.26.3 The action noted in sub-paragraph 8.26.2 shall not be construed as a penalty, but as adjustment of payment to the CONTRACTOR to recover the COUNTY cost due to the failure of the CONTRACTOR to complete or comply with the provisions of this Contract.

8.26.4 This sub-paragraph shall not, in any manner, restrict or limit the COUNTY's right to damages for any breach of this Contract provided by law or as specified in the PRS or sub-paragraph 8.26.2; and shall not, in any manner, restrict or limit the COUNTY's right to terminate this Contract as agreed to herein.

8.27 MOST FAVORED PUBLIC ENTITY

If the CONTRACTOR's prices decline, or should the CONTRACTOR at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any COUNTY, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the COUNTY.

8.28 NONDISCRIMINATION AND AFFIRMATIVE ACTION

- 8.28.1 The CONTRACTOR certifies and agrees that all persons employed by it, its affiliates, subsidiaries, or holding companies are and shall be treated equally without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all

applicable Federal and State anti-discrimination laws and regulations.

- 8.28.2 The CONTRACTOR shall certify to, and comply with, the provisions of *Exhibit D - CONTRACTOR's EEO Certification*.
- 8.28.3 The CONTRACTOR shall take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, in compliance with all applicable Federal and State anti-discrimination laws and regulations. Such action shall include, but is not limited to: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation, and selection for training, including apprenticeship.
- 8.28.4 The CONTRACTOR certifies and agrees that it will deal with its subcontractors, bidders, or vendors without regard to or because of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation.
- 8.28.5 The CONTRACTOR certifies and agrees that it, its affiliates, subsidiaries, or holding companies shall comply with all applicable Federal and State laws and regulations to the end that no person shall, on the grounds of race, color, religion, ancestry, national origin, sex, age, physical or mental disability, marital status, or political affiliation, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract.
- 8.28.6 The CONTRACTOR shall allow COUNTY representatives access to the CONTRACTOR's employment records during regular business hours to verify compliance with the provisions of this sub-paragraph 8.28 when so requested by the COUNTY.
- 8.28.7 If the COUNTY finds that any provisions of this sub-paragraph 8.28 have been violated, such violation shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract. While the COUNTY reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment Practices Commission or the Federal Equal Employment Opportunity Commission that the CONTRACTOR has violated Federal or State anti-discrimination laws or regulations shall constitute a finding by the COUNTY that

the CONTRACTOR has violated the anti-discrimination provisions of this Contract.

8.28.8 The parties agree that in the event the CONTRACTOR violates any of the anti-discrimination provisions of this Contract, the COUNTY shall, at its sole option, be entitled to the sum of Five Hundred Dollars (\$500) for each such violation pursuant to California Civil Code Section 1671 as liquidated damages in lieu of terminating or suspending this Contract.

8.29 NON EXCLUSIVITY

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the CONTRACTOR. This Contract shall not restrict the Los Angeles County Probation Department from acquiring similar, equal or like goods and/or services from other entities or sources.

8.30 NOTICE OF DELAYS

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

8.31 NOTICE OF DISPUTES

The CONTRACTOR shall bring to the attention of the COUNTY's Project Manager and/or COUNTY's Project Director any dispute between the COUNTY and the CONTRACTOR regarding the performance of services as stated in this Contract. If the COUNTY's Project Manager or COUNTY's Project Director is not able to resolve the dispute, the Chief Probation officer or his designee shall resolve it.

8.32 Notice to Employees Regarding the Federal Earned Income Credit

The CONTRACTOR shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015 EXHIBIT O.

8.33 NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW

The CONTRACTOR shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact

sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is set forth in *Exhibit I* of this Contract and is also available on the Internet at www.babysafela.org for printing purposes.

8.34 NOTICES

All notices or demands required or permitted to be given or made under this Contract shall be in writing and shall be hand delivered with signed receipt or mailed by first-class registered or certified mail, postage prepaid, addressed to the parties as identified in *Exhibits E - COUNTY's Administration and F - CONTRACTOR's Administration*. Addresses may be changed by either party giving ten (10) days' prior written notice thereof to the other party. The Chief Probation Officer or his designee shall have the authority to issue all notices or demands required or permitted by the COUNTY under this Contract.

8.35 PROHIBITION AGAINST INDUCEMENT OR PERSUASION

Notwithstanding the above, the CONTRACTOR and the COUNTY agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

8.36 PUBLIC RECORDS ACT

8.36.1 Any documents submitted by the CONTRACTOR; all information obtained in connection with the COUNTY's right to audit and inspect the CONTRACTOR's documents, books, and accounting records pursuant to sub-paragraph 8.38 - Record Retention and Inspection/Audit Settlement of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the COUNTY. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The COUNTY shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

8.36.2 In the event the COUNTY is required to defend an action on a ~~Public Records Act request for any of the aforementioned~~

documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the CONTRACTOR agrees to defend and indemnify the COUNTY from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

8.37 PUBLICITY

8.37.1 The CONTRACTOR shall not disclose any details in connection with this Contract to any person or entity except as may be otherwise provided hereunder or required by law. However, in recognizing the CONTRACTOR's need to identify its services and related clients to sustain itself, the COUNTY shall not inhibit the CONTRACTOR from publishing its role under this Contract within the following conditions:

- The CONTRACTOR shall develop all publicity material in a professional manner; and
- During the term of this Contract, the CONTRACTOR shall not, and shall not authorize another to, publish or disseminate any commercial advertisements, press releases, feature articles, or other materials using the name of the COUNTY without the prior written consent of the COUNTY's Project Director. The COUNTY shall not unreasonably withhold written consent.

8.37.2 The CONTRACTOR may, without the prior written consent of COUNTY, indicate in its proposals and sales materials that it has been awarded this Contract with the COUNTY of Los Angeles, provided that the requirements of this sub-paragraph 8.37 shall apply.

8.38 RECORD RETENTION AND INSPECTION/AUDIT SETTLEMENT

The CONTRACTOR shall maintain accurate and complete financial records of its activities and operations relating to this Contract in accordance with generally accepted accounting principles. The CONTRACTOR shall also maintain accurate and complete employment and other records relating to its performance of this Contract. The CONTRACTOR agrees that the COUNTY, or its authorized representatives, shall have access to and the right to examine, audit, excerpt, copy, or transcribe any pertinent transaction, activity, or record relating to this Contract. All such material, including, but not limited to, all financial records, bank statements, cancelled checks or other proof of payment, timecards, sign-in/sign-out sheets and other time and employment records, and proprietary data and information, shall be kept and maintained by the CONTRACTOR and shall be made available to the COUNTY during the term of this Contract and for a period of

five (5) years thereafter unless the COUNTY's written permission is given to dispose of any such material prior to such time. All such material shall be maintained by the CONTRACTOR at a location in Los Angeles County, provided that if any such material is located outside Los Angeles County, then, at the COUNTY's option, the CONTRACTOR shall pay the COUNTY for travel, per diem, and other costs incurred by the COUNTY to examine, audit, excerpt, copy, or transcribe such material at such other location.

- 8.38.1 In the event that an audit of the CONTRACTOR is conducted specifically regarding this Contract by any Federal or State auditor, or by any auditor or accountant employed by the CONTRACTOR or otherwise, then the CONTRACTOR shall file a copy of such audit report with the County's Auditor-Controller within thirty (30) days of the CONTRACTOR's receipt thereof, unless otherwise provided by applicable Federal or State law or under this Contract. Subject to applicable law, the COUNTY shall make a reasonable effort to maintain the confidentiality of such audit report(s).
- 8.38.2 Failure on the part of the CONTRACTOR to comply with any of the provisions of this sub-paragraph 8.38 shall constitute a material breach of this Contract upon which the COUNTY may terminate or suspend this Contract.
- 8.38.3 If, at any time during the term of this Contract or within five (5) years after the expiration or termination of this Contract, representatives of the COUNTY conduct an audit of the CONTRACTOR regarding the work performed under this Contract, and if such audit finds that the COUNTY's dollar liability for any such work is less than payments made by the COUNTY to the CONTRACTOR, then the difference shall be either: a) repaid by the CONTRACTOR to the COUNTY by cash payment upon demand or b) at the sole option of the County's Auditor-Controller, deducted from any amounts due to the CONTRACTOR from the COUNTY, whether under this Contract or otherwise. If such audit finds that the COUNTY's dollar liability for such work is more than the payments made by the COUNTY to the CONTRACTOR, then the difference shall be paid to the CONTRACTOR by the COUNTY by cash payment, provided that in no event shall the COUNTY's maximum obligation for this Contract exceed the funds appropriated by the COUNTY for the purpose of this Contract.

8.39 RECYCLED BOND PAPER

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at the COUNTY landfills, the CONTRACTOR agrees to use recycled-content paper to the maximum extent possible on this Contract.

8.40 SUBCONTRACTING

- 8.40.1 The requirements of this Contract may not be subcontracted by the CONTRACTOR **without the advance approval of the COUNTY**. Any attempt by the CONTRACTOR to subcontract without the prior consent of the COUNTY may be deemed a material breach of this Contract.
- 8.40.2 If the CONTRACTOR desires to subcontract, the CONTRACTOR shall provide the following information promptly at the COUNTY's request:
- A description of the work to be performed by the Subcontractor;
 - A draft copy of the proposed subcontract; and
 - Other pertinent information and/or certifications requested by the COUNTY.
- 8.40.3 The CONTRACTOR shall indemnify and hold the COUNTY harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the CONTRACTOR employees.
- 8.40.4 The CONTRACTOR shall remain fully responsible for all performances required of it under this Contract, including those that the CONTRACTOR has determined to subcontract, notwithstanding the COUNTY's approval of the CONTRACTOR's proposed subcontract.
- 8.40.5 The COUNTY's consent to subcontract shall not waive the COUNTY's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The CONTRACTOR is responsible to notify its Subcontractors of this COUNTY right.
- 8.40.6 The COUNTY's Project Manager is authorized to act for and on behalf of the COUNTY with respect to approval of any subcontract and Subcontractor employees. After approval of the subcontract by the COUNTY, CONTRACTOR shall forward a fully executed subcontract to the COUNTY for their files.
- 8.40.7 The CONTRACTOR shall be solely liable and responsible for all payments or other compensation to all Subcontractors and their officers, employees, agents, and successors in interest arising through services performed hereunder, notwithstanding the COUNTY's consent to subcontract.

- 8.40.8 The CONTRACTOR shall obtain certificates of insurance, which establish that the Subcontractor maintains all the programs of insurance required by the COUNTY from each approved Subcontractor. The CONTRACTOR shall ensure delivery of all such documents to:

Yolanda Young
Contracts & Grants Management Division
Los Angeles County Probation Department
9150 East Imperial Highway, Room A-66
Downey, California 90242

before any Subcontractor employee may perform any work hereunder.

8.41 TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM

Failure of the CONTRACTOR to maintain compliance with the requirements set forth in sub-paragraph 8.14 - CONTRACTOR's Warranty of Adherence to COUNTY's Child Support Compliance Program, shall constitute default under this Contract. Without limiting the rights and remedies available to the COUNTY under any other provision of this Contract, failure of the CONTRACTOR to cure such default within ninety (90) calendar days of written notice shall be grounds upon which the COUNTY may terminate this Contract pursuant to sub-paragraph 8.43 - Termination for Default and pursue debarment of the CONTRACTOR, pursuant to County Code Chapter 2.202.

8.42 TERMINATION FOR CONVENIENCE

- 8.42.1 This Contract may be terminated, in whole or in part, from time to time, when such action is deemed by the COUNTY, in its sole discretion, to be in its best interest. Termination of work hereunder shall be effected by notice of termination to the CONTRACTOR specifying the extent to which performance of work is terminated and the date upon which such termination becomes effective. The date upon which such termination becomes effective shall be no less than ten (10) days after the notice is sent.

- 8.42.2 After receipt of a notice of termination and except as otherwise directed by the COUNTY, the CONTRACTOR shall:

- Stop work under this Contract on the date and to the extent specified in such notice, and

- Complete performance of such part of the work as shall not have been terminated by such notice.

8.42.3 All material including books, records, documents, or other evidence bearing on the costs and expenses of the CONTRACTOR under this Contract shall be maintained by the CONTRACTOR in accordance with sub-paragraph 8.38, Record Retention & Inspection/Audit Settlement.

8.43 TERMINATION FOR DEFAULT

8.43.1 The COUNTY may, by written notice to the CONTRACTOR, terminate the whole or any part of this Contract, if, in the judgment of COUNTY's Contract Manager:

- CONTRACTOR has materially breached this Contract; or
- CONTRACTOR fails to timely provide and/or satisfactorily perform any task, deliverable, service, or other work required either under this Contract; or
- CONTRACTOR fails to demonstrate a high probability of timely fulfillment of performance requirements under this Contract, or of any obligations of this Contract and in either case, fails to demonstrate convincing progress toward a cure within five (5) working days (or such longer period as the COUNTY may authorize in writing) after receipt of written notice from the COUNTY specifying such failure.

8.43.2 In the event that the COUNTY terminates this Contract in whole or in part as provided in sub-paragraph 8.43.1, the COUNTY may procure, upon such terms and in such manner as the COUNTY may deem appropriate, goods and services similar to those so terminated. The CONTRACTOR shall be liable to the COUNTY for any and all excess costs incurred by the COUNTY, as determined by the COUNTY, for such similar goods and services. The CONTRACTOR shall continue the performance of this Contract to the extent not terminated under the provisions of this sub-paragraph.

8.43.3 Except with respect to defaults of any Subcontractor, the CONTRACTOR shall not be liable for any such excess costs of the type identified in sub-paragraph 8.43.2 if its failure to perform this Contract arises out of causes beyond the control and without the fault or negligence of the CONTRACTOR. Such causes may include, but are not limited to: acts of God or of the public enemy,

acts of the COUNTY in either its sovereign or contractual capacity, acts of Federal or State governments in their sovereign capacities, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, and unusually severe weather; but in every case, the failure to perform must be beyond the control and without the fault or negligence of the CONTRACTOR. If the failure to perform is caused by the default of a Subcontractor, and if such default arises out of causes beyond the control of both the CONTRACTOR and Subcontractor, and without the fault or negligence of either of them, the CONTRACTOR shall not be liable for any such excess costs for failure to perform, unless the goods or services to be furnished by the Subcontractor were obtainable from other sources in sufficient time to permit the CONTRACTOR to meet the required performance schedule. As used in this sub-paragraph 8.43.3, the terms "Subcontractor" and "Subcontractors" mean Subcontractor(s) at any tier.

- 8.43.4 If, after the COUNTY has given notice of termination under the provisions of this sub-paragraph 8.43, it is determined by the COUNTY that the CONTRACTOR was not in default under the provisions of this sub-paragraph 8.43, or that the default was excusable under the provisions of sub-paragraph 8.43.3, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to sub-paragraph 8.42 - Termination for Convenience.
- 8.43.5 The rights and remedies of the COUNTY provided in this sub-paragraph 8.43 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.44 TERMINATION FOR IMPROPER CONSIDERATION

- 8.44.1 The COUNTY may, by written notice to the CONTRACTOR, immediately terminate the right of the CONTRACTOR to proceed under this Contract if it is found that consideration, in any form, was offered or given by the CONTRACTOR, either directly or through an intermediary, to any COUNTY officer, employee, or agent with the intent of securing this Contract or securing favorable treatment with respect to the award, amendment, or extension of this Contract or the making of any determinations with respect to the CONTRACTOR's performance pursuant to this Contract. In the event of such termination, the COUNTY shall be entitled to pursue the same remedies against the CONTRACTOR as it could pursue in the event of default by the CONTRACTOR.

8.44.2 The CONTRACTOR shall immediately report any attempt by a COUNTY officer or employee to solicit such improper consideration. The report shall be made either to the COUNTY manager charged with the supervision of the employee or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

8.44.3 Among other items, such improper consideration may take the form of cash, discounts, service, the provision of travel or entertainment, or tangible gifts.

8.45 TERMINATION FOR INSOLVENCY

8.45.1 The COUNTY may terminate this Contract forthwith in the event of the occurrence of any of the following:

- Insolvency of the CONTRACTOR. The CONTRACTOR shall be deemed to be insolvent if it has ceased to pay its debts for at least sixty (60) days in the ordinary course of business or cannot pay its debts as they become due, whether or not a petition has been filed under the Federal Bankruptcy Code and whether or not the CONTRACTOR is insolvent within the meaning of the Federal Bankruptcy Code;
- The filing of a voluntary or involuntary petition regarding the CONTRACTOR under the Federal Bankruptcy Code;
- The appointment of a Receiver or Trustee for the CONTRACTOR; or
- ~~The execution by the CONTRACTOR of a general assignment for the benefit of creditors.~~

8.45.2 The rights and remedies of the COUNTY provided in this subparagraph 8.45 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.46 TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST ORDINANCE

The CONTRACTOR, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the CONTRACTOR, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the CONTRACTOR or any County Lobbyist or County Lobbying firm retained by the CONTRACTOR to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the COUNTY may in its sole discretion,

immediately terminate or suspend this Contract.

8.47 TERMINATION FOR NON-APPROPRIATION OF FUNDS

Notwithstanding any other provision of this Contract, the COUNTY shall not be obligated for the CONTRACTOR's performance hereunder or by any provision of this Contract during any of the COUNTY's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the COUNTY's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The COUNTY shall notify the CONTRACTOR in writing of any such non-allocation of funds at the earliest possible date.

8.48 VALIDITY

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

8.49 WAIVER

No waiver by the COUNTY of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the COUNTY to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph 8.49 shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

8.50 WARRANTY AGAINST CONTINGENT FEES

8.50.1 The CONTRACTOR warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the CONTRACTOR for the purpose of securing business.

8.50.2 For breach of this warranty, the COUNTY shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

9.0 UNIQUE TERMS AND CONDITIONS

9.1 THIS SECTION IS INTENTIONALLY OMITTED

9.2 CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE" UNDER HEALTH INSURANCE PORTABILITY & ACCOUNTABILITY ACT OF 1996 (HIPAA)

The COUNTY is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA). Under this Contract, the CONTRACTOR provides services to the COUNTY and the CONTRACTOR receives, has access to, and/or creates Protected Health Information as defined in *Exhibit N* in order to provide those services. The COUNTY and the CONTRACTOR therefore agree to the terms of *Exhibit N, CONTRACTOR's Obligations As a "Business Associate" Under Health Insurance Portability & Accountability Act of 1996 (HIPAA)*.

9.3 THIS IS INTENTIONALLY OMITTED

9.4 OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT

9.4.1 COUNTY shall be the sole owner of all right, title and interest, including copyright, in and to all software, plans, diagrams, facilities, and tools (hereafter "materials") which are originated or created through the CONTRACTOR's work pursuant to this Contract. The CONTRACTOR, for valuable consideration herein provided, shall execute all documents necessary to assign and transfer to, and vest in the COUNTY all of the CONTRACTOR's right, title and interest in and to such original materials, including any copyright, patent and trade secret rights which arise pursuant to the CONTRACTOR's work under this Contract.

9.4.2 During the term of this Contract and for five (5) years thereafter, the CONTRACTOR shall maintain and provide security for all of the CONTRACTOR's working papers prepared under this Contract. COUNTY shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

9.4.3 Any and all materials, software and tools which are developed or were originally acquired by the CONTRACTOR outside the scope of this Contract, which the CONTRACTOR desires to use hereunder, and which the CONTRACTOR considers to be proprietary or confidential, must be specifically identified by the ~~CONTRACTOR~~ to the COUNTY's Project Manager as proprietary

or confidential, and shall be plainly and prominently marked by the CONTRACTOR as "Propriety" or "Confidential" on each appropriate page of any document containing such material.

- 9.4.4 The COUNTY will use reasonable means to ensure that the CONTRACTOR's proprietary and/or confidential items are safeguarded and held in confidence. The COUNTY agrees not to reproduce, distribute or disclose to non-County entities any such proprietary and/or confidential items without the prior written consent of the CONTRACTOR.
- 9.4.5 Notwithstanding any other provision of this Contract, the COUNTY will not be obligated to the CONTRACTOR in any way under sub-paragraph 9.4.4 for any of the CONTRACTOR's proprietary and/or confidential items which are not plainly and prominently marked with restrictive legends as required by sub-paragraph 9.4.3 or for any disclosure which the COUNTY is required to make under any state or federal law or order of court.
- 9.4.6 All the rights and obligations of this sub-paragraph 9.4 shall survive the expiration or termination of this Contract.

9.5 PATENT, COPYRIGHT & TRADE SECRET INDEMNIFICATION

- 9.5.1 The CONTRACTOR shall indemnify, hold harmless and defend COUNTY from and against any and all liability, damages, costs, and expenses, including, but not limited to, defense costs and attorneys' fees, for or by reason of any actual or alleged infringement of any third party's patent or copyright, or any actual or alleged unauthorized trade secret disclosure, arising from or related to the operation and utilization of the CONTRACTOR's work under this Contract. COUNTY shall inform the CONTRACTOR as soon as practicable of any claim or action alleging such infringement or unauthorized disclosure, and shall support the CONTRACTOR's defense and settlement thereof.
- 9.5.2 In the event any equipment, part thereof, or software product becomes the subject of any complaint, claim, or proceeding alleging infringement or unauthorized disclosure, such that COUNTY's continued use of such item is formally restrained, enjoined, or subjected to a risk of damages, the CONTRACTOR, at its sole expense, and providing that COUNTY's continued use of the system is not materially impeded, shall either:
 - Procure for COUNTY all rights to continued use of the questioned equipment, part, or software product; or

- Replace the questioned equipment, part, or software product with a non-questioned item; or
- Modify the questioned equipment, part, or software so that it is free of claims.

9.5.3 The CONTRACTOR shall have no liability if the alleged infringement or unauthorized disclosure is based upon a use of the questioned product, either alone or in combination with other items not supplied by the CONTRACTOR, in a manner for which the questioned product was not designed nor intended.

/

IN WITNESS WHEREOF, the parties by their duly authorized signatures, have caused this contract to become effective on the day, month, and year first above written.

COUNTY OF LOS ANGELES
PROBATION DEPARTMENT

By _____
ROBERT B. TAYLOR
CHIEF PROBATION OFFICER

DATE

THE RESOURCE COMPANY

By _____
Signature

Print Name

Title

APPROVED AS TO FORM:

RAYMOND G. FORTNER, JR.
County Counsel

By _____
Gordon W. Trask
Principal Deputy County Counsel

EXHIBIT A

STATEMENT OF WORK

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EXHIBIT A

STATEMENT OF WORK (SOW)

1.0 SCOPE OF WORK

1.1 Scope of Work

CONTRACTOR shall provide technical assistance services for implementation of Comprehensive Educational Reform in the juvenile halls and camps including related tasks with regard to strategic implementation, Board communications, internal communications, educational responsibilities, educational assessments and case planning, instructional program, delivery and materials, programming for after school and weekends, and educational facilities, classrooms, staffing and funding.

CONTRACTOR shall advise, assist and prepare reports on, the specific tasks listed in Section 2.0 below. A monthly progress report shall be submitted to COUNTY's Program Manager according to the format in Technical Exhibit 3.

COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.

COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.0 SPECIFIC TASKS

2.1 Detailed Work Plan (DWP)

2.1.1 CONTRACTOR shall prepare a detailed work plan and obtain the approval of COUNTY Program Manager for each task prior to providing services.

2.1.2 CONTRACTOR may modify the detailed work plan with prior written approval of the COUNTY Program Manager.

2.2 Strategic Implementation

- 2.2.1 Work with the Director of School Services (DSS) or Chief Probation Officer's (CPO) designee, subject matter expert advisors, Juvenile Court and Community School (JCCS) management, educational service providers (ESPs), and Quality QASB staff to identify and develop additional probation outcomes and performance indicators to (a) track the implementation of comprehensive educational reform recommendations and (b) assess the effectiveness of implementing the Probation – LACOE memorandum of understanding currently being developed by the two agencies. Work with the Dashboard project team to include such outcomes and performance indicators in the Dashboard reporting system.
- 2.2.2 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.
- 2.2.3 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.3 Board Communications

- 2.3.1 Develop, submit, and review quarterly progress reports on Comprehensive Educational Reform and all 35 recommendations from the Comprehensive Education Reform Plan (CERP) (herein incorporated by reference) for the CPO and DSS to submit to the Board of Supervisors.
- 2.3.2 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.
- 2.3.3 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion.

COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.4 Internal Communications

- 2.4.1 Prepare monthly progress reports to Comprehensive Educational Reform (CER) Committee to the CPO, DSS, and CER Committee on implementation of all 35 recommendations.
- 2.4.2 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.
- 2.4.3 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.5 Comprehensive Educational Reform

- 2.5.1 Advise, assist and document on monthly report implementation of CERP.
- 2.5.2 Assist Human Resources Management Office (HRMO) staff to recruit/hire Director of School Services (DSS) by finalizing the duty statement and compensation level for the position. Assist the CPO with recruiting candidates for the position. Assist the CPO and HRMO with screening, interviewing, and evaluating candidates for the position. Orient the selected candidate in the comprehensive educational reform process, stakeholders, recommendations, and action plan.
- 2.5.3 Participate in monthly meetings of the CER Committee. Assist the CPO and executive staff with preparing agendas for the monthly meetings. Advise CPO on overall utilization of the CER Committee and subject matter experts to assist LACOE and the Department in implementation of the CERP recommendations. Assumes a minimum of 12 two-hour monthly meetings.

- 2.5.4 Advise the DSS or CPO's designee on development of a 3-year plan of coordinated educational services to facilitate application for a waiver of any State Board of Education codes and/or regulations needed to implement the CERP recommendations.
- 2.5.5 Advise CPO, DSS, and Probation contracting staff on developing an overall approach and strategy for contracting with ESPs for educational services required to implement recommendations 22 and 26 of the CERP. Limited to developing and reviewing statement(s) of work for contract(s).
- 2.5.6 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.
- 2.5.7 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.6 Educational Responsibilities

- 2.6.1 Advise, assist and document on monthly report implementation of CER recommendations related to educational responsibilities outlined in CERP.
- 2.6.2 Facilitate completing the development, flow scripting, and implementation of Camp Assessment Unit (CAU) protocols and procedures related to comprehensive assessment of educational needs and related responsivity factors of youth ordered to camp. Advise CAU Director on training and cross-training of multidisciplinary team (MDT) staff in CAU assessment protocols and procedures.
- 2.6.3 Review the work of Parent Site Councils at juvenile hall on parent training at the three juvenile halls. Advise the Operation READ Director on customization and/or utilization of (a) the DCFS Academic Guidelines and parent training developed by the Children's Planning Council (CPC) for/by the Probation Department. Advise the Operation READ Director on developing an STC certified course on parent/caregiver training for the juvenile halls/camps and presenting the proposed training to subject matter

experts advisors, the Probation Department's Operations (OPS) Committee and Juvenile Court judicial officers.

2.6.4 Advise the Dashboard Reporting System (Dashboard) project team on implementing the initial 4 probation outcomes and 5 performance indicators related to educational services in the juvenile halls/camps. Assist the CPO and DSS in the initial communication of the Dashboard reporting of these probation outcomes and performance indicators to the CER Committee and internal/external stakeholders of the Probation Department.

2.6.5 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.

2.6.6 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.7 Educational Assessments and Case Planning

2.7.1 Advise, assist and document on monthly report implementation related to educational assessments and case planning outlined in the CERP.

2.7.2 Advise the CAU Director, camp DPOs and SDPOs on changes to Juvenile Court's 45 Day Progress Report, as outlined in the Presiding Judge's memo to all delinquency court judicial officers on juvenile camp and court procedures. Advise the Probation Case Management System (PCMS) project manager on changes to PCMS and/or the Probation Enterprise Document Management System (PEDMS) needed to support the changes to the 45 Day Progress Report.

2.7.3 Advise the juvenile bureau chiefs of the Probation Department on integration of existing juvenile case plans (field services, camps, CCTP, and placement) into a unified case plan. Advise the juvenile bureau chiefs – with input from representatives of Juvenile Court Health Services (JCHS), the Department of Mental Health (DMH), and Los Angeles County Office of Education (LACOE) – and the PCMS project manager on necessary/desirable changes to PCMS

to support integrated case planning for educational and other services to be provided in camps as well as in placements or at home on probation (HOP) in the community.

- 2.7.4 Advise the juvenile bureau chiefs of the Probation Department on updates of the integrated case plan to provide transition and aftercare services when youth leave juvenile camps (or placement) to return to the community. Advise the juvenile bureau chiefs – with input from representatives of Juvenile Court Health Services (JCHS), the Department of Mental Health (DMH), and LACOE – and the PCMS project manager on necessary/desirable changes to PCMS to support integrated case planning and tracking of referrals for transition and aftercare services in the community.
- 2.7.5 Advise the RTSB Bureau Chief and CROG on establishing an MDT comprehensive assessment center at Camp Holton (or another appropriate location) in order to provide adequate time for comprehensive assessments without backing up the number of youth detained in juvenile halls.
- 2.7.6 Advise RTSB and other Department senior management on (a) identifying community-based organizations (CBOs) and faith-based organizations (FBOs) that provide counseling/mentoring services, (b) identifying funding sources and conduits to pay for counseling/mentoring services, and (c) contracting for counseling/mentoring services in the juvenile camps. (Limited to customization of Placement mentoring program.)
- 2.7.7 Work with subject matter experts advisors to advise OPS and the CER Committee on development of additional performance indicators and utilization of the Dashboard system to track the completion and quality of comprehensive assessments and juvenile case plans when youth are ordered to camp and when they are returned to the community.
- 2.7.8 Advise the DSS and OPS on (a) contracting with educational consultants and/or (b) utilizing LACOE parent advocates to assist parents, youth, Camp DPOs and CCTP DPOs to obtain educational records; navigate the educational system; and provide appropriate training.
- 2.7.9 Establish a process to provide feedback to school districts. Advise CAU and QASB staff on identifying and investigating trends in the gaps of educational assessments and Individualized Education Programs (IEPs) and Individualized Learning Plans (ILPs) of youth entering the juvenile halls/camps identified by CAU staff.

- 2.7.10 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.
- 2.7.11 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.8 Instructional Program, Delivery and Materials

- 2.8.1 Advise, assist and document on monthly report developments on access to four educational pathways as it relates to CERP.
- 2.8.2 Provide Access to 4 Educational Pathways
 - 2.8.2.1 Draft a Probation Directive on the 4 Educational Pathways. Assemble and develop orientation materials to support implementation of the directive. Develop additional materials to communicate access to the 4 educational pathways to probation youth, their families/caregivers, ESPs, and other external stakeholders.
 - 2.8.2.2 Update the Juvenile Manual section on screening probation youth for General Educational Development (GED) applicability as well as assisting them in preparing and paying for GED examinations.
 - 2.8.2.3 Advise and develop reports for the CPO, DSS, CROG and OPS on opportunities, approaches and strategies for developing career technical education/vocational education (CTE/VE) programs and curricula in the camps and in the community. Facilitate initial discussions with the Los Angeles Community College District (LACCD), the regional Workforce Investment Boards (WIBs), and/or CBOs to develop proposals for CTE/VE programs in the camps and in the community.
 - 2.8.2.4 Advise and develop reports for the CPO, DSS and OPS on opportunities, approaches and strategies to

assist youth in camps and in the community prepare and apply for 2-year or 4-year colleges.

- 2.8.3 Advise the CPO, DSS, or CPO designee regarding the redesigning of the JCCS curriculum to integrate use of 300 minutes. Work with subject matter expert advisors to advise RTSB, OPS, Juvenile Court and Community School (JCCS) staff from LACOE, and the CER Committee on redesign of the 5-hour school day in camps to better integrate educational services within the mandates of the WIC and Education Codes. Limited to advising the CPO, DSS, or CPO designee.
- 2.8.4. Develop a plan to train all LACOE staff working in juvenile halls/camps in Core Correctional Practices (CCP), and Motivational Interviewing (MI) (Limited to advising DSS or CPO designee). Advise RTSB and JCCS management on coordination of educational services in the juvenile camps. Assist RTSB and JCCS management in presenting plans and protocols to subject matter expert advisors, OPS, LACOE management, and the CER Committee.
- 2.8.5 Work with subject matter expert advisors to advise the DSS or CPO designee and JCCS management on opportunities, approaches and strategies for developing experiential learning approaches to educating youth in the juvenile camps.
- 2.8.6 Develop budget proposals to pilot new delivery methods
 - 2.8.6.1 Work with an appropriate ESP, applicable school district, and LACOE to develop the proposed scope, approach, budget, and prospective funding for a pilot ~~charter school at Camps Scott/Scudder.~~ Outline proposed education and treatment program, faculty and staff, governance, academic standards, assessments and tests, measurable outcomes and performance indicators, and sources and uses of funding schedule – all of which would be used to (a) obtain Board of Supervisors approval of a pilot project and (b) provide the foundation for developing a charter or modifying the charter of an existing school.
 - 2.8.6.2 Work with an appropriate ESP, applicable school district, and LACOE to develop the proposed scope, approach, budget, and prospective funding for a pilot charter school at one or more juvenile camps for boys. Outline proposed education and treatment program, faculty and staff, governance, academic

standards, assessments and tests, measurable outcomes and performance indicators, and a sources and uses of funding schedule – all of which would be used to (a) obtain Board of Supervisors approval of a pilot project and (b) provide the foundation for developing a charter or modifying the charter of an existing school.

2.8.7 Work with an appropriate school district to develop protocols and procedures for more effective partnering between JCCS schools in juvenile camps and the district's comprehensive high schools in the community (modeled after that between Probation and the Pomona Unified School District). Advise the DSS or CPO designee on documenting such protocols and procedures, so they can be replicated with other school districts providing educational services to probation youth.

2.8.8 Work with an appropriate Workforce Investment Board (WIB), applicable school district, and community college to develop the proposed scope, approach, budget, and prospective funding for a pilot CTE/VE program that begins in camp and concludes in the community. Outline proposed CTE/VE education and training that would be provided in both the camp and at the planned day treatment centers in the community. Advise and develop reports for DSS or CPC designee and OPS on identifying prospective agencies, CBOs and businesses that could be involved in pre-apprentice, apprentice, and employment programs connected to the pilot project. Advise and develop reports on the DSS or CPO designee on documenting such protocols and procedures, so they can be replicated with other planned day treatment centers and associated agencies and CBOs.

2.8.9 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.

2.8.10 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.9 Programming for After School and Weekends

- 2.9.1 Advise, assist and document on monthly report developments on Programming for After School and Weekends as it relates to CERP.
- 2.9.2 Work with subject matter expert advisors to advise DSS or CPO designee, RTSB, OPS, JCCS staff from LACOE, and the CER Committee on use of after school and weekend time in camps to better integrate educational services within the mandates of the WIC and Education Codes.
- 2.9.3 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.
- 2.9.4 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.10 Educational Facilities, Classrooms, Staffing and Funding

- 2.10.1 Advise, assist and document on monthly report developments on Educational Facilities, Classrooms, Staffing and Funding as it relates to CERP.
- 2.10.2 Advise the DSS or CPO designee, CROG, RTSB management and OPS on working with camp youth and staff from Probation and LACOE to identify specific opportunities for CTE/VE programs in individual camps.
- 2.10.3 Work with camp staff and supervisors to establish a process/system for identifying, cost estimating, prioritizing and "capital" budgeting for educational materials, equipment, and technology on a rolling 3-year basis using an integrated Excel workbook that both summarizes and details such needs.
- 2.10.4 Advise and develop reports for the DSS or CPO designee and JCCS management from LACOE on developing a 3-year staffing plan to ensure that each juvenile hall/camp has appropriate teachers, CTE/VE instructors, English Language Learner (ELL) teachers, special education teachers, counselors, school psychologists, paraeducators, tutorial assistants, and clerical

support to provide quality education services that youth are legally entitled to receive.

- 2.10.5 Develop a plan to train all ESP staff (other than LACOE staff) working in juvenile halls/camps in Core Correctional Practices, and Motivational Interviewing. Advise RTSB and JCCS management on coordination of educational services in the juvenile camps. Assist RTSB and JCCS management in presenting plans and protocols to subject matter expert advisors, OPS, and the CER Committee.
- 2.10.6 Advise and assist the CPO and the DSS or CPC designee on developing a 3-year financial plan for educational services in the juvenile halls/camps to reflect staffing needs (CERP recommendation 34), training needs (CERP recommendations 10, 25 and 29), capital budget needs (CERP recommendation 33), and instructional program alternatives (CERP recommendations 5, 22 and 26).
- 2.10.7 Advise and develop reports for the CPO, DSS, legislative strategists (staff), and legislative advocates (contractors) of the Probation Department and the CEO regarding how alternative JCCS funding approaches would relate to the financial needs. Limited to financial planning and analysis.
- 2.10.8 Advise the CPO, DSS and OPS on necessary/desirable changes to the existing Probation – LACOE Memorandum of Understanding (MOU) to provide accountability for implementation of comprehensive educational reform in the juvenile halls/camps.
- 2.10.9 COUNTY shall review all tasks, advice, assistance, and other work provided by CONTRACTOR to determine compliance with required services. COUNTY shall approve payment for advice and assistance provided by CONTRACTOR at its sole discretion. COUNTY reserves the right to reject any task, advice, assistance, and/or other work that is deemed unacceptable by the COUNTY.
- 2.10.10 COUNTY shall review all reports provided by CONTRACTOR, whether in draft or final form, to determine compliance with required services. COUNTY shall approve payment for reports provided by CONTRACTOR, whether in draft or final form, at its sole discretion. COUNTY reserves the right to reject any report that is deemed unacceptable by the COUNTY.

2.11 Modifications of the Statement of Work

- 2.11.1 Tasks, hours, and assigned CONTRACTOR's staff as stated in the Statement of Work and/or Technical Exhibit 2 may be modified with prior written consent by the COUNTY.

3.0 QUALITY CONTROL

The CONTRACTOR shall establish and maintain a Quality Control Plan to assure that the requirements of the contract are met. The plan shall be submitted as part of the proposal. An updated copy must be provided to the COUNTY Contract Manager and COUNTY Program Manager within two (2) weeks of the contract start date and as changes occur. The original plan and any future amendments are subject to COUNTY review and approval and shall include, but not be limited to, the following:

- 3.1 An inspection system covering all the services listed in *Exhibit J*, the Performance Requirements Summary. It must specify the activities to be inspected on either a scheduled or unscheduled basis, how often inspections will be accomplished, and the title of the individual(s) who will perform the inspection.
- 3.2 The methods for identifying and preventing deficiencies in the quality of service performed before the level of performance becomes unacceptable.
- 3.3 A file of all inspections conducted by the CONTRACTOR and, if necessary, the corrective action taken. This documentation shall be made available as requested by COUNTY during the term of the contract as set forth in Section 8.37 of Sample Contract, "Record Retention and Inspection".
- 3.4 The methods for ensuring uninterrupted service to Probation in the event of a strike of the COUNTY'S or the CONTRACTOR'S employees or any other unusual occurrence (i.e., power loss or natural disaster) which would result in the CONTRACTOR being unable to perform the contracted work.
- 3.5 The methods for assuring that confidentiality of adult and juvenile records are maintained while in the care of CONTRACTOR'S employees.
- 3.6 The methods for maintaining security of records, and the methods for preventing the loss or destruction of data.

4.0 QUALITY ASSURANCE PLAN

The COUNTY or its agent will evaluate the CONTRACTOR'S performance under this contract on not less than an annual basis. Such evaluation will include assessing CONTRACTOR'S compliance with all contract terms and performance standards. CONTRACTOR'S deficiencies which COUNTY determines are severe or continuing and that may place performance of the contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by the COUNTY and CONTRACTOR. If improvement does not occur consistent with the corrective action measures, COUNTY may terminate this contract or impose other penalties as specified in this contract.

The COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in *Exhibit J*, "Performance Requirements Summary", or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract.

4.1 Performance Evaluation Meetings

The COUNTY'S Contract Manager will meet weekly with the CONTRACTOR'S Project Director during the first three (3) months of the contracts if COUNTY Contract Manager finds it necessary. However a meeting will be held whenever a Contract Discrepancy Report (CDR) is issued. A mutual effort will be made to resolve all problems identified. Whenever meetings are held, the written minutes taken by Probation personnel shall be signed by the COUNTY'S Contract Manager and the CONTRACTOR'S Project Director. Should the CONTRACTOR not concur with the minutes, the CONTRACTOR shall state in writing to the COUNTY'S Contract Manager within five (5) business days of receipt of the signed minutes any areas wherein the CONTRACTOR does not concur.

~~4.2 The COUNTY shall have the right to require any personnel assigned to the CONTRACTOR who, in the opinion of the COUNTY Contract Manager, is unsatisfactory, will be removed and replaced by the CONTRACTOR within twenty-four (24) hours.~~

5.0 DEFINITIONS

5.1 Acceptable Quality Level AQL – A measure to express the leeway or variance from a standard before Probation can apply damages as specified in *Exhibit J*. An AQL does not imply that the CONTRACTOR may knowingly perform in a defective way. It implies that Probation recognizes that defective performance sometimes happens unintentionally. It is required that the CONTRACTOR correct all defects whenever possible. A variance from the AQL can result in a credit to Probation against the monthly charge for the CONTRACTOR'S services.

- 5.2 Adult/Juvenile Records - Personal and social history, including criminal information of adult and juvenile offenders. The records include legal documents and other information, which are confidential. The information is not to be discussed with, or disclosed to, unauthorized persons as defined by the Probation Department.
- 5.3 Contract Discrepancy Report (CDR) - A report prepared by the Quality Assurance Evaluator to inform the CONTRACTOR of faulty service (refer to Exhibit K). The CDR requires response from the CONTRACTOR explaining the problem and outlining the remedial action being taken to resolve the problem.
- 5.4 Contract Manager -- Person designated by COUNTY with authority for COUNTY on contractual or administrative matters relating to this contract.
- 5.5 Contract Monitor: Person with responsibility to monitor the contract. Responsibility for providing reports to COUNTY Contract Manager and COUNTY Program Manager.
- 5.6 Contract Start Date - The date the CONTRACTOR begins work (start of the basic contract period) in accordance with the terms of the contract.
- 5.7 Enforcement - The Contract Manager shall be responsible for the enforcement of this contract on behalf of the COUNTY and shall be assisted by those officers and employees of the COUNTY having duties in connection with the administration thereof. In the event the COUNTY commences legal proceedings for the enforcement of this contract, the CONTRACTOR agrees to pay any sum, which may be awarded to the COUNTY and by the court for attorney's fees and costs incurred in the action brought.
- 5.8 Liquidated Damages - ~~The monetary amount deducted from CONTRACTOR'S payment due to contract non-compliance and/or deficiencies in performance.~~
- 5.9 Performance Requirements Summary (PRS) - The statement that identifies the key performance indicators of the contract which will be evaluated by COUNTY to ensure contract performance standards are met by the CONTRACTOR.
- 5.10 Program Manager - Person designated by COUNTY to manage the operations under this contract. The Program Manager is Dave Leone, Quality Assurance Services Bureau Chief.
- 5.11 Project Director - CONTRACTOR'S officer or employee responsible for overall management and coordination of contract services on CONTRACTOR'S behalf and act as the central point of contact with the

Probation Department. The Project Director is Davis R. Schwartz, President of The Resources company.

- 5.12 Quality Assurance Evaluator (QAE) - The Probation employee responsible for monitoring CONTRACTOR'S compliance with the contract.
- 5.13 Quality Assurance Plan (Surveillance Plan) - The plan developed by Probation, specifically to monitor contract compliance with the elements listed in the PRS.
- 5.14 Quality Control Plan - All necessary measures taken by the CONTRACTOR to assure that the quality of service will meet the contract requirements set forth in the Statement of Work.
- 5.15 User Complaint Report (UCR) - A report prepared by Probation personnel in order to inform the QAE of incidents involving faulty performance by the CONTRACTOR.

6.0 RESPONSIBILITIES

The COUNTY'S and the CONTRACTOR'S responsibilities are as follows:

COUNTY

6.1 Personnel

The COUNTY will administer the Contract according to the Contract, Paragraph 6.0, Administration of Contract – COUNTY. Specific duties will include:

- 6.1.1 Monitoring the CONTRACTOR'S performance in the daily operation of this Contract.
- 6.1.2 Providing direction to the CONTRACTOR in areas relating to policy, information and procedural requirements.
- 6.1.3 Preparing Change Notices in accordance with the Contract, Paragraph 8.0, Standard Terms and Conditions, Sub-paragraph 8.4 Change Notices and Amendments.

6.2 Furnished Items

COUNTY shall provide CONTRACTOR with no real property and/or equipment necessary to perform the services required by the Statement of Work.

CONTRACTOR

6.3 Project Director

6.3.1 The CONTRACTOR shall provide its own full time officer or employee as Project Director. The Project Director or an approved alternate shall be available for telephone contact between 8:00 a.m. and 5:00 p.m., Monday through Friday, Pacific Time excluding COUNTY holidays. The Project Director shall provide overall management and coordination of this contract and shall act as the central point of contact with the Probation Department.

6.3.2 When contract work is being performed at times other than described above, or when the Project Director cannot be present, and with prior approval of the Program Manager, an equally responsible individual shall be designated to act for the Project Director.

6.3.3 Project Director shall act as a central point of contact with the COUNTY.

6.3.4 Project Director/alternate shall have full authority to act for CONTRACTOR on all matters relating to the daily operation of the Contract. Project Director/alternate shall be able to effectively communicate, in English, both orally and in writing.

6.3.5 The Project Director shall be available during normal weekday work hours, 8:00 a.m. to 5:00 p.m., Pacific Time to meet with COUNTY personnel designated by the COUNTY to discuss problem areas.

6.3.6 COUNTY shall have the right of review and approval of the Project Director. COUNTY shall have the right of removal of the Project Director and any replacement recommended by CONTRACTOR.

6.4 Other CONTRACTOR Personnel

6.4.1 The CONTRACTOR shall be responsible for providing competent staff to fulfill the contract. COUNTY shall have the right to review and approve potential staff prior to assignment.

6.4.2 The CONTRACTOR shall ensure that by the first day of employment, all persons with access to juvenile and/or adult

records and arrest information, and Probation Department case information have signed an acknowledgment form regarding confidentiality that meets the standards of the Probation Department for COUNTY employees having access to confidential criminal offender record information (CORI). CONTRACTOR shall retain original CORI form and forward a copy to COUNTY Contract Manager within five (5) business days of start of employment. *(Refer to Exhibit L)*

6.4.3 All personnel must be able to read, write, spell, speak, and understand English.

6.4.4 The COUNTY reserves the right to preclude the CONTRACTOR from employment or continued employment of any individual. The CONTRACTOR shall be responsible for immediately removing and replacing within twenty-four (24) hours any employee from work on this contract, when reasonably requested to do so by the COUNTY Contract Manager.

6.4.5 COUNTY reserves the right to have Program Manager or designated alternate interview any or all prospective employees of CONTRACTOR.

6.4.6 Employee Criminal Records, Notice and COUNTY Approval

The CONTRACTOR shall be responsible for ongoing implementation and monitoring of subsections 6.4.6.1 through 6.4.6.6. On at least a quarterly basis, CONTRACTOR shall report in writing, monitoring results to Probation, indicating compliance or problem areas. Elements of monitoring report shall receive prior written approval from Probation.

6.4.6.1 No personnel employed by CONTRACTOR or sub-CONTRACTOR for this service, having access to Probation information or records shall have a criminal conviction record or pending criminal trial unless such information has been fully disclosed and employment of the employee for this service is approved (in writing) by the Probation Department.

6.4.6.2 COUNTY reserves the right to conduct a background investigation of CONTRACTOR'S prospective employees prior to employment or assignment to contract duties and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time and to bar such employees from working on this contract under appropriate circumstances.

- 6.4.6.3 COUNTY reserves the right to preclude CONTRACTOR from employment or continued employment of any individual for this contract service.
- 6.4.6.4 CONTRACTOR and employees of CONTRACTOR shall be under a continuing obligation to disclose any prior or subsequent criminal conviction record, or pending criminal trial, to the Probation Department.
- 6.4.6.5 The CONTRACTOR shall submit names of employees to the Program Manager prior to the employees starting work on this contract. The COUNTY will schedule appointments to conduct a background investigation/record checks based on fingerprints of CONTRACTOR'S employees, and further reserves the right to conduct a background investigation of CONTRACTOR'S employees at any time. **The CONTRACTOR'S employees shall not begin work on this contract before receiving final clearance and approval from COUNTY.**
- 6.4.6.6 Because COUNTY is charged by the State for checking the criminal conviction records of CONTRACTOR'S employees, COUNTY will bill CONTRACTOR to recover expense. The current amount is \$32.00 per record check and is subject to change by the State.

6.5 CONTRACTOR Furnished Items

CONTRACTOR shall provide all personnel, equipment and consumable supplies necessary to perform all services required by the Statement of Work.

7.0 HOURS/DAY OF WORK

The CONTRACTOR shall be required to provide services, Monday through Friday, 8:00 a.m. – 5:00 p.m. COUNTY will provide a list of the COUNTY holidays to the CONTRACTOR, upon request by CONTRACTOR.

8.0 UNSCHEDULED WORK

CONTRACTOR agrees that any work performed outside the scope of "Statement of Work" or the "Other CONTRACTOR Obligations" sections of this document, without the prior written approval of the COUNTY in accordance with Appendix A, Section 8.1, "Amendments," shall be deemed to be a gratuitous effort on the part

of the CONTRACTOR, and the CONTRACTOR shall have no claim therefore against the COUNTY.

9.0 PERFORMANCE REQUIREMENTS SUMMARY

- 9.1 All listings of services used in the Performance Requirements Summary (PRS) are intended to be completely consistent with the Contract and the SOW, and are not meant in any case to create, extend, revise, or expand any obligation of CONTRACTOR beyond that defined in the Contract and the SOW. In any case of apparent inconsistency between services as stated in the Contract and the SOW and this PRS, the meaning apparent in the Contract and the SOW will prevail. If any service seems to be created in this PRS which is not clearly and forthrightly set forth in the Contract and the SOW, that apparent service will be null and void and place no requirement on CONTRACTOR.
- 9.2 A standard level of performance will be required of CONTRACTOR in the areas of program evaluation services. Exhibit J summarizes the required services, performance standards, maximum allowable deviation from the standards, methods of surveillance to be used by the COUNTY, and liquidated damages to be imposed for unacceptable performance. COUNTY will evaluate the CONTRACTOR'S performance under this contract using the quality assurance procedures specified in Exhibit J, or other such procedures as may be necessary to ascertain CONTRACTOR compliance with this contract. Failure of the CONTRACTOR to achieve this standard can result in an assessment of liquidated damages against CONTRACTOR'S monthly payment as determined by COUNTY.
- 9.3 When the CONTRACTOR'S performance does not conform to the requirements of this Contract, the COUNTY will have the option to apply the following non-performance remedies:
- Require CONTRACTOR to implement a formal corrective action plan, subject to approval by the COUNTY. In the plan, the CONTRACTOR must include reasons for the unacceptable performance, specific steps to return performance to an acceptable level, and monitoring methods to prevent recurrence.
 - Reduce payment to CONTRACTOR by a computed amount based on the assessment fee(s) in the PRS.
 - Reduce, suspend or cancel this Contract for systematic, deliberate misrepresentations or unacceptable levels of performance.
 - Failure of the CONTRACTOR to comply with or satisfy the request(s) for improvement of performance or to perform the neglected work specified within ten (10) days shall constitute authorization for the

COUNTY to have the service(s) performed by others. The entire cost of such work performed by others as a consequence of the CONTRACTOR'S failure to perform said service(s), as determined by the COUNTY, shall be credited to the COUNTY on the CONTRACTOR'S future invoice.

This section does not preclude the COUNTY'S right to terminate the contract upon ten (10) days written notice with or without cause, as provided for in the Contract, Paragraph 8, Standard Terms and Conditions, Sub-paragraph 8.42, Termination for Convenience.

/

PRICING SCHEDULE

Contract Reference	Phase / Task / Deliverable	Dave Schwartz	Becky Turrentine	Total Team
2.20	Strategic Implementation			
2.2.1	Comprehensive Education Reform	40		40
	Subtotal - Strategic Implementation	40	0	40
2.30	Board Communications			
2.3.1	Board Reports - Educational Reform	24	4	28
	Subtotal - Board Communications	24	4	28
2.40	Internal Communications			
2.4.1	CER Committee	48	12	60
	Subtotal - Int. Communications	48	12	60
2.50	Comprehensive Educational Reform			
2.5.2	Recruit/hire Director of School Services		40	40
2.5.3	Utilize CER as continuing advisory body	30	30	
2.5.4	Develop 3-year plan		20	20
2.5.5	Contract with educational service providers	20	15	35
2.6.2	Implement MDT at CAU	20		20
2.6.3	Ensure parent/caregiver involvement		40	40
2.6.4	Implement performance measures	40	20	60
2.7.2	Ensure comprehensive assessments at CAU	40		40
2.7.3	Ensure timely development of case plans	40		40
2.7.4	Ensure timely development of transition plans	40		40
2.7.5	Establish MDT CAU	20		20
2.7.6	Develop process for mentoring youth in camp	20		20
2.7.7	Utilize Dashboard system to track	40		40
2.7.8	Contract with educational consultants (DCFS)		15	15
2.7.9	Establish process to provide feedback to school districts	40		40
2.8.2	Provide access to 4 educational pathways			0
2.8.2.1	Directive on 4 educational pathways		80	80
2.8.2.2	General Educational Development		15	15
2.8.2.3	Career technical education/vocational education	80	40	120
2.8.2.4	College preparation		20	20
2.8.3	Redesign JCCS curriculum to integrate 300 min.		40	40
2.8.4	Develop plan to coordinate EBP ed. delivery	20	20	40
2.8.5	Train teachers in experiential learning		20	20
2.8.6	Develop budget proposals	30		30
2.8.6.1	Charter Schools for Scott and Scudder	40	20	60
2.8.6.2	Charter School for boys camp(s)	40	20	60
2.8.7	Partnering with comprehensive high schools	40	20	60
2.8.8	Partnering with one-stop center(s)	40	20	60
2.9.2	Restructure camp/classroom schedules		35	35
2.10.2	Identify opportunities for CTE/VE in camps	40	20	60
2.10.3	Develop cap. budget for ed. materials, equipment & technology	40		40
2.10.4	Develop staffing plan		20	20

PRICING SCHEDULE

Contract Reference	Phase / Task / Deliverable	Dave Schwartz	Becky Turrentine	Total Team
2.10.5	Develop plan to train ESPs staff	40		40
2.10.6	Develop 3-year financial plan for halls/camps	40	20	60
2.10.7	Seek State legislation to revamp current JCCS funding model	20		20
2.10.8	Ammend Probation-LACOE MOU	20	20	40
	Subtotal - Comprehensive Educational Reform	80	60	140
	Total Hours	952	626	1,578
	MSA Hourly Rate for 2008-2009	<u>\$ 177.82</u>	<u>\$138.92</u>	
	Fees	\$169,285	\$86,964	\$256,249
	Estimated Expenses (shall not exceed)	<u>21,137</u>	<u>2,322</u>	<u>23,459</u>
	Total Cost (shall not exceed)	<u>\$190,422</u>	<u>\$89,285</u>	<u>\$279,707</u>

EXHIBIT C

TECHNICAL EXHIBITS

**TECHNICAL EXHIBITS
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Technical Exhibit 1

Comprehensive Education Reform Plan (CERP)

Herein incorporated by reference only.

Technical Exhibit 2

Task Breakdown

SOW	Task	Dave	Becky	Total
Reference		Schwartz	Turrentine	Team
2.20	Strategic Implementation			
2.2.1	Comprehensive Education Reform	40		40
	Subtotal - Strategic Implementation	40	0	40
2.30	Board Communications			
2.3.1	Board Reports - Educational Reform	24	4	28
	Subtotal - Board Communications	24	4	28
2.40	Internal Communications			
2.4.1	CER Committee	48	12	60
	Subtotal - Int. Communications	48	12	60
2.50	Comprehensive Educational Reform			
2.5.2	Recruit/hire Director of School Services		40	40
2.5.3	Utilize CER as continuing advisory body	30	30	
2.5.4	Develop 3-year plan		20	20
2.5.5	Contract with educational service providers	20	15	35
2.6.2	Implement MDT at CAU	20		20
2.6.3	Ensure parent/caregiver involvement		40	40
2.6.4	Implement performance measures	40	20	60
2.7.2	Ensure comprehensive assessments at CAU	40		40
2.7.3	Ensure timely development of case plans	40		40
2.7.4	Ensure timely development of transition plans	40		40
2.7.5	Establish MDT CAU	20		20
2.7.6	Develop process for mentoring youth in camp	20		20
2.7.7	Utilize Dashboard system to track	40		40
2.7.8	Contract with educational consultants (DCFS)		15	15
2.7.9	Establish process to provide feedback to school districts	40		40
2.8.2	Provide access to 4 educational pathways			0
2.8.2.1	Directive on 4 educational pathways		80	80
2.8.2.2	General Educational Development		15	15
2.8.2.3	Career technical education/vocational education	80	40	120
2.8.2.4	College preparation		20	20
2.8.3	Redesign JCCS curriculum to integrate 300 min.		40	40
2.8.4	Develop plan to coordinate EBP ed. delivery	20	20	40
2.8.5	Train teachers in experiential learning		20	20
2.8.6	Develop budget proposals	30		30
2.8.6.1	Charter Schools for Scott and Scudder	40	20	60
2.8.6.2	Charter School for boys camp(s)	40	20	60
2.8.7	Partnering with comprehensive high schools	40	20	60
2.8.8	Partnering with one-stop center (s)	40	20	60
2.9.2	Restructure camp/classroom schedules		35	35
2.10.2	Identify opportunities for CTE/VE in camps	40	20	60
2.10.3	Develop cap. budget for ed. materials, equipment & technology	40		40
2.10.4	Develop staffing plan		20	20
2.10.5	Develop plan to train ESPs staff skills	40		40
2.10.6	Develop 3-year financial plan for halls/camps	40	20	60
2.10.7	Seek State legislation to revamp current JCCS funding model	20		20
2.10.8	Ammend Probation-LACOE MOU	20	20	40
	Subtotal - Comprehensive Educational Reform	840	610	1,450
	Total Hours	952	626	1,578

Technical Exhibit 3

Sample Monthly Progress Report

MONTHLY REPORT

August 2008

DATE:

TO:

CC:

FROM:

Overview of the Reporting Period

Includes outline of deliverables identified on the mutually agreed upon work plan, which Probation senior management was involved in the collaboration of the completed task and who from TRC did the work. Supporting documentation for each completed deliverable is attached.

Task 2.2 – Strategic Implementation

I hereby approve listed items
were completed:

**Signature of identified
task leader**

Task 2.3 – Board Communications

I hereby approve listed items
were completed:

**Signature of identified
task leader**

THE RESOURCES COMPANY MONTHLY PROGRESS REPORT NO. _____
TECHNICAL ASSISTANCE CONTRACT NO. _____

Task 2.4 – Internal Communications

I hereby approve listed items
were completed:

**Signature of identified
task leader**

Task 2.5 – Comprehensive Education Reform

I hereby approve listed items
were completed:

**Signature of identified
task leader**

Task 2.6 – Educational Responsibilities

I hereby approve listed items
were completed:

**Signature of identified
task leader**

Task 2.7 – Educational Assessments and Case Planning

I hereby approve listed items
were completed:

Signature of identified
task leader

THE RESOURCES COMPANY MONTHLY PROGRESS REPORT NO. _____
TECHNICAL ASSISTANCE CONTRACT NO. _____

Task 2.8 – Instructional Program and Delivery and Materials

- Provide access to four educational pathways
- Integrate use of 300 minutes
- Training of staff
- Develop experimental learning approaches
- Develop budget proposal to pilot new delivery methods
- Partner with Comprehensive Schools
- Partner one-stop centers

I hereby approve listed items
were completed:

Signature of identified
task leader

Task 2.9 – Programming for After School and Weekends

I hereby approve listed items
were completed:

Signature of identified
task leader

Task 2.10 – Educational Facilities, Classrooms and Funding

I hereby approve listed items
were completed:

Signature of identified
task leader

THE RESOURCES COMPANY MONTHLY PROGRESS REPORT NO. _____
TECHNICAL ASSISTANCE CONTRACT NO. _____

Summary of Project Status

Tasks initiated:

Project budget: The table below summarizes budgeted versus actual consulting hours for the month and the contract to date. See Attachment A for details.

Time Period	Budget	Actual	Variance	% Variance
Contract to date				

Deliverables Scheduled and Completed

Deliverables Scheduled But Not Completed

Deliverables Completed Not Scheduled for Completion

Issues Resolved and Pending

Technical Exhibit 3a

Sample Monthly Progress Report Attachment A

104	105	106	107	108	109	110	111	112	113	114	115	116	117	118	119	120	121	122	123	124	125	126	127	128	129	130	131	132	133	134	135	136	137	138	139	140	141	142	143	144	145	146	147	148	149	150	151	152	153	154	155	156	157	158	159	160	161	162	163	164	165	166	167	168	169	170	171	172	173	174	175	176	177	178	179	180	181	182	183	184	185	186	187	188	189	190	191	192	193	194	195	196	197	198	199	200	201	202	203	204	205	206	207	208	209	210	211	212	213	214	215	216	217	218	219	220	221	222	223	224	225	226	227	228	229	230	231	232	233	234	235	236	237	238	239	240	241	242	243	244	245	246	247	248	249	250	251	252	253	254	255	256	257	258	259	260	261	262	263	264	265	266	267	268	269	270	271	272	273	274	275	276	277	278	279	280	281	282	283	284	285	286	287	288	289	290	291	292	293	294	295	296	297	298	299	300	301	302	303	304	305	306	307	308	309	310	311	312	313	314	315	316	317	318	319	320	321	322	323	324	325	326	327	328	329	330	331	332	333	334	335	336	337	338	339	340	341	342	343	344	345	346	347	348	349	350	351	352	353	354	355	356	357	358	359	360	361	362	363	364	365	366	367	368	369	370	371	372	373	374	375	376	377	378	379	380	381	382	383	384	385	386	387	388	389	390	391	392	393	394	395	396	397	398	399	400	401	402	403	404	405	406	407	408	409	410	411	412	413	414	415	416	417	418	419	420	421	422	423	424	425	426	427	428	429	430	431	432	433	434	435	436	437	438	439	440	441	442	443	444	445	446	447	448	449	450	451	452	453	454	455	456	457	458	459	460	461	462	463	464	465	466	467	468	469	470	471	472	473	474	475	476	477	478	479	480	481	482	483	484	485	486	487	488	489	490	491	492	493	494	495	496	497	498	499	500	501	502	503	504	505	506	507	508	509	510	511	512	513	514	515	516	517	518	519	520	521	522	523	524	525	526	527	528	529	530	531	532	533	534	535	536	537	538	539	540	541	542	543	544	545	546	547	548	549	550	551	552	553	554	555	556	557
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SAMPLE

CONTRACTOR'S EEO CERTIFICATION

Contractor Name

Address

Internal Revenue Service Employer Identification Number**GENERAL CERTIFICATION**

In accordance with Section 4.32.010 of the Code of the County of Los Angeles, the contractor, supplier, or vendor certifies and agrees that all persons employed by such firm, its affiliates, subsidiaries, or holding companies are and will be treated equally by the firm without regard to or because of race, religion, ancestry, national origin, or sex and in compliance with all anti-discrimination laws of the United States of America and the State of California.

CONTRACTOR'S SPECIFIC CERTIFICATIONS

- | | | |
|--|------------------------------|-----------------------------|
| 1. The Contractor has a written policy statement prohibiting discrimination in all phases of employment. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 2. The Contractor periodically conducts a self analysis or utilization analysis of its work force. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 3. The Contractor has a system for determining if its employment practices are discriminatory against protected groups. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |
| 4. Where problem areas are identified in employment practices, the Contractor has a system for taking reasonable corrective action, to include establishment of goals or timetables. | Yes <input type="checkbox"/> | No <input type="checkbox"/> |

Authorized Official's Printed Name and Title

Authorized Official's Signature

Date

COUNTY'S ADMINISTRATION

CONTRACT NO. _____

COUNTY PROJECT MANAGER:

Name: Dave Leone
Title: QASB Bureau Chief
Address: 9150 East Imperial Highway
Downey, CA 90242
Telephone: (562) 940 - 2663
Facsimile: (562) 658-4782
E-Mail Address: Dave.Leone@probation.lacounty.gov

COUNTY CONTRACT MONITOR:

Name: Sandra Torres
Title: Supervising Program Analyst
Address: 7639 S. Painter Ave.
Whittier, CA 90602
Telephone: (562) 907-3004
Facsimile: (562) 464-2831
E-Mail Address: SANDRA.TORRES@probation.lacounty.gov

COUNTY CONTRACT ANALYST:

Name: Oscar Rivas
Title: Contract Analyst
Address: 9150 E. Imperial Hwy, B-62
Downey, CA 90242
Telephone: (562) 940 - 2675
Facsimile: (562) 658 - 4749
E-Mail Address: OSCAR.RIVAS@probation.lacounty.gov

CONTRACTOR'S ADMINISTRATION**CONTRACTOR'S NAME:** The Resource Company**CONTRACT NO:** _____**CONTRACTOR'S PROJECT DIRECTOR:**

Name: Davis R. Schwartz
Title: Project Director
Address: 560 Dewey Boulevard
San Francisco, California 94116-1427
Telephone: (415) 377-0274
Facsimile: (415) 759-0977
E-Mail Address: cpidave@attglobal.net

CONTRACTOR'S AUTHORIZED OFFICIAL(S)

Name: Davis R. Schwartz
Title: Project Director
Address: 560 Dewey Boulevard
San Francisco, California 94116-1427
Telephone: (415) 377-0274
Facsimile: (415) 759-0977
E-Mail Address: cpidave@attglobal.net

Notices to Contractor shall be sent to the following:

Name: Davis R. Schwartz
Title: Project Director
Address: 560 Dewey Boulevard
San Francisco, California 94116-1427
Telephone: (415) 377-0274
Facsimile: (415) 759-0977
E-Mail Address: cpidave@attglobal.net

FORMS REQUIRED AT THE TIME OF CONTRACT EXECUTION

NON-IT CONTRACTS

- G1 CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G2 CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT
- G3 CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

CONTRACTOR ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

CONTRACTOR NAME _____ Contract No. _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires the Corporation to sign this Contractor Acknowledgement and Confidentiality Agreement.

CONTRACTOR ACKNOWLEDGEMENT:

Contractor understands and agrees that the Contractor employees, consultants, Outsourced Vendors and independent contractors (Contractor's Staff) that will provide services in the above referenced agreement are Contractor's sole responsibility. Contractor understands and agrees that Contractor's Staff must rely exclusively upon Contractor for payment of salary and any and all other benefits payable by virtue of Contractor's Staff's performance of work under the above-referenced contract.

Contractor understands and agrees that Contractor's Staff are not employees of the County of Los Angeles for any purpose whatsoever and that Contractor's Staff do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. Contractor understands and agrees that Contractor's Staff will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

CONFIDENTIALITY AGREEMENT:

Contractor and Contractor's Staff may be involved with work pertaining to services provided by the County of Los Angeles and, if so, Contractor and Contractor's Staff may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, Contractor and Contractor's Staff may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. Contractor and Contractor's Staff understand that if they are involved in County work, the County must ensure that Contractor and Contractor's Staff, will protect the confidentiality of such data and information. Consequently, Contractor must sign this Confidentiality Agreement as a condition of work to be provided by Contractor's Staff for the County.

Contractor and Contractor's Staff hereby agrees that they will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between Contractor and the County of Los Angeles. Contractor and Contractor's Staff agree to forward all requests for the release of any data or information received to County's Project Manager.

Contractor and Contractor's Staff agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to Contractor and Contractor's Staff under the above-referenced contract. Contractor and Contractor's Staff agree to protect these confidential materials against disclosure to other than Contractor or County employees who have a need to know the information. Contractor and Contractor's Staff agree that if proprietary information supplied by other County vendors is provided to me during this employment, Contractor and Contractor's Staff shall keep such information confidential.

Contractor and Contractor's Staff agree to report any and all violations of this agreement by Contractor and Contractor's Staff and/or by any other person of whom Contractor and Contractor's Staff become aware.

Contractor and Contractor's Staff acknowledge that violation of this agreement may subject Contractor and Contractor's Staff to civil and/or criminal action and that the County of Los Angeles may seek all possible legal redress.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Employee Name _____

GENERAL INFORMATION:

Your employer referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Employee Acknowledgement and Confidentiality Agreement.

EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above is my sole employer for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon my employer for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by my employer for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between my employer and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to my immediate supervisor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than my employer or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me during this employment, I shall keep such information confidential.

I agree to report to my immediate supervisor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to my immediate supervisor upon completion of this contract or termination of my employment with my employer, whichever occurs first.

SIGNATURE: _____ DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

CONTRACTOR NON-EMPLOYEE ACKNOWLEDGEMENT AND CONFIDENTIALITY AGREEMENT

(Note: This certification is to be executed and returned to County with Contractor's executed Contract. Work cannot begin on the Contract until County receives this executed document.)

Contractor Name _____ Contract No. _____

Non-Employee Name _____

GENERAL INFORMATION:

The Contractor referenced above has entered into a contract with the County of Los Angeles to provide certain services to the County. The County requires your signature on this Contractor Non-Employee Acknowledgement and Confidentiality Agreement.

NON-EMPLOYEE ACKNOWLEDGEMENT:

I understand and agree that the Contractor referenced above has exclusive control for purposes of the above-referenced contract. I understand and agree that I must rely exclusively upon the Contractor referenced above for payment of salary and any and all other benefits payable to me or on my behalf by virtue of my performance of work under the above-referenced contract.

I understand and agree that I am not an employee of the County of Los Angeles for any purpose whatsoever and that I do not have and will not acquire any rights or benefits of any kind from the County of Los Angeles by virtue of my performance of work under the above-referenced contract. I understand and agree that I do not have and will not acquire any rights or benefits from the County of Los Angeles pursuant to any agreement between any person or entity and the County of Los Angeles.

I understand and agree that I may be required to undergo a background and security investigation(s). I understand and agree that my continued performance of work under the above-referenced contract is contingent upon my passing, to the satisfaction of the County, any and all such investigations. I understand and agree that my failure to pass, to the satisfaction of the County, any such investigation shall result in my immediate release from performance under this and/or any future contract.

CONFIDENTIALITY AGREEMENT:

I may be involved with work pertaining to services provided by the County of Los Angeles and, if so, I may have access to confidential data and information pertaining to persons and/or entities receiving services from the County. In addition, I may also have access to proprietary information supplied by other vendors doing business with the County of Los Angeles. The County has a legal obligation to protect all such confidential data and information in its possession, especially data and information concerning health, criminal, and welfare recipient records. I understand that if I am involved in County work, the County must ensure that I, too, will protect the confidentiality of such data and information. Consequently, I understand that I must sign this agreement as a condition of my work to be provided by the above-referenced Contractor for the County. I have read this agreement and have taken due time to consider it prior to signing.

I hereby agree that I will not divulge to any unauthorized person any data or information obtained while performing work pursuant to the above-referenced contract between the above-referenced Contractor and the County of Los Angeles. I agree to forward all requests for the release of any data or information received by me to the above-referenced Contractor.

I agree to keep confidential all health, criminal, and welfare recipient records and all data and information pertaining to persons and/or entities receiving services from the County, design concepts, algorithms, programs, formats, documentation, Contractor proprietary information, and all other original materials produced, created, or provided to or by me under the above-referenced contract. I agree to protect these confidential materials against disclosure to other than the above-referenced Contractor or County employees who have a need to know the information. I agree that if proprietary information supplied by other County vendors is provided to me, I shall keep such information confidential.

I agree to report to the above-referenced Contractor any and all violations of this agreement by myself and/or by any other person of whom I become aware. I agree to return all confidential materials to the above-referenced Contractor upon completion of this contract or termination of my services hereunder, whichever occurs first.

SIGNATURE: _____

DATE: ____/____/____

PRINTED NAME: _____

POSITION: _____

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.010 Findings.

The board of supervisors makes the following findings. The county of Los Angeles allows its permanent, full-time employees unlimited jury service at their regular pay. Unfortunately, many businesses do not offer or are reducing or even eliminating compensation to employees who serve on juries. This creates a potential financial hardship for employees who do not receive their pay when called to jury service, and those employees often seek to be excused from having to serve. Although changes in the court rules make it more difficult to excuse a potential juror on grounds of financial hardship, potential jurors continue to be excused on this basis, especially from longer trials. This reduces the number of potential jurors and increases the burden on those employers, such as the county of Los Angeles, who pay their permanent, full-time employees while on juror duty. For these reasons, the county of Los Angeles has determined that it is appropriate to require that the businesses with which the county contracts possess reasonable jury service policies. (Ord. 2002-0015 § 1 (part), 2002)

2.203.020 Definitions.

The following definitions shall be applicable to this chapter:

- A. "Contractor" means a person, partnership, corporation or other entity which has a contract with the county or a subcontract with a county contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more such contracts or subcontracts.
- B. "Employee" means any California resident who is a full-time employee of a contractor under the laws of California.
- C. "Contract" means any agreement to provide goods to, or perform services for or on behalf of, the county but does not include:
 - 1. A contract where the board finds that special circumstances exist that justify a waiver of the requirements of this chapter; or
 - 2. A contract where federal or state law or a condition of a federal or state program mandates the use of a particular contractor; or
 - 3. A purchase made through a state or federal contract; or
 - 4. A monopoly purchase that is exclusive and proprietary to a specific manufacturer, distributor, or reseller, and must match and inter-member with existing supplies, equipment or systems maintained by the county pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-3700 or a successor provision; or
 - 5. A revolving fund (petty cash) purchase pursuant to the Los Angeles County Fiscal Manual, Section 4.4.0 or a successor provision; or
 - 6. A purchase card purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section P-2810 or a successor provision; or
 - 7. A non-agreement purchase with a value of less than \$5,000 pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section A-0300 or a successor provision; or
 - 8. A bona fide emergency purchase pursuant to the Los Angeles County Purchasing Policy and Procedures Manual, Section PP-1100 or a successor provision.

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

Page 2 of 3

- D. "Full time" means 40 hours or more worked per week, or a lesser number of hours if:
1. The lesser number is a recognized industry standard as determined by the chief administrative officer, or
 2. The contractor has a long-standing practice that defines the lesser number of hours as full time.
- E. "County" means the county of Los Angeles or any public entities for which the board of supervisors is the governing body. (Ord. 2002-0040 § 1, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.030 Applicability.

This chapter shall apply to contractors who enter into contracts that commence after July 11, 2002. This chapter shall also apply to contractors with existing contracts which are extended into option years that commence after July 11, 2002. Contracts that commence after May 28, 2002, but before July 11, 2002, shall be subject to the provisions of this chapter only if the solicitations for such contracts stated that the chapter would be applicable. (Ord. 2002-0040 § 2, 2002: Ord. 2002-0015 § 1 (part), 2002)

2.203.040 Contractor Jury Service Policy.

A contractor shall have and adhere to a written policy that provides that its employees shall receive from the contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that employees deposit any fees received for such jury service with the contractor or that the contractor deduct from the employees' regular pay the fees received for jury service. (Ord. 2002-0015 § 1 (part), 2002)

2.203.050 Other Provisions.

- A. Administration. The chief administrative officer shall be responsible for the administration of this chapter. The chief administrative officer may, with the advice of county counsel, issue interpretations of the provisions of this chapter and shall issue written instructions on the implementation and ongoing administration of this chapter. Such instructions may provide for the delegation of functions to other county departments.
- B. Compliance Certification. At the time of seeking a contract, a contractor shall certify to the county that it has and adheres to a policy consistent with this chapter or will have and adhere to such a policy prior to award of the contract. (Ord. 2002-0015 § 1 (part), 2002)

2.203.060 Enforcement and Remedies.

For a contractor's violation of any provision of this chapter, the county department head responsible for administering the contract may do one or more of the following:

1. Recommend to the board of supervisors the termination of the contract; and/or,
2. Pursuant to chapter 2.202, seek the debarment of the contractor. (Ord. 2002-0015 § 1 (part), 2002)

Title 2 ADMINISTRATION
Chapter 2.203.010 through 2.203.090
CONTRACTOR EMPLOYEE JURY SERVICE

2.203.070. Exceptions.

- A. Other Laws. This chapter shall not be interpreted or applied to any contractor or to any employee in a manner inconsistent with the laws of the United States or California.
- B. Collective Bargaining Agreements. This chapter shall be superseded by a collective bargaining agreement that expressly so provides.
- C. Small Business. This chapter shall not be applied to any contractor that meets all of the following:
 - 1. Has ten or fewer employees during the contract period; and,
 - 2. Has annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, are less than \$500,000; and,
 - 3. Is not an affiliate or subsidiary of a business dominant in its field of operation.

"Dominant in its field of operation" means having more than ten employees and annual gross revenues in the preceding twelve months which, if added to the annual amount of the contract awarded, exceed \$500,000.

"Affiliate or subsidiary of a business dominant in its field of operation" means a business which is at least 20 percent owned by a business dominant in its field of operation, or by partners, officers, directors, majority stockholders, or their equivalent, of a business dominant in that field of operation. (Ord. 2002-0015 § 1 (part), 2002)

2.203.090. Severability.

If any provision of this chapter is found invalid by a court of competent jurisdiction, the remaining provisions shall remain in full force and effect. (Ord. 2002-0015 § 1 (part), 2002)

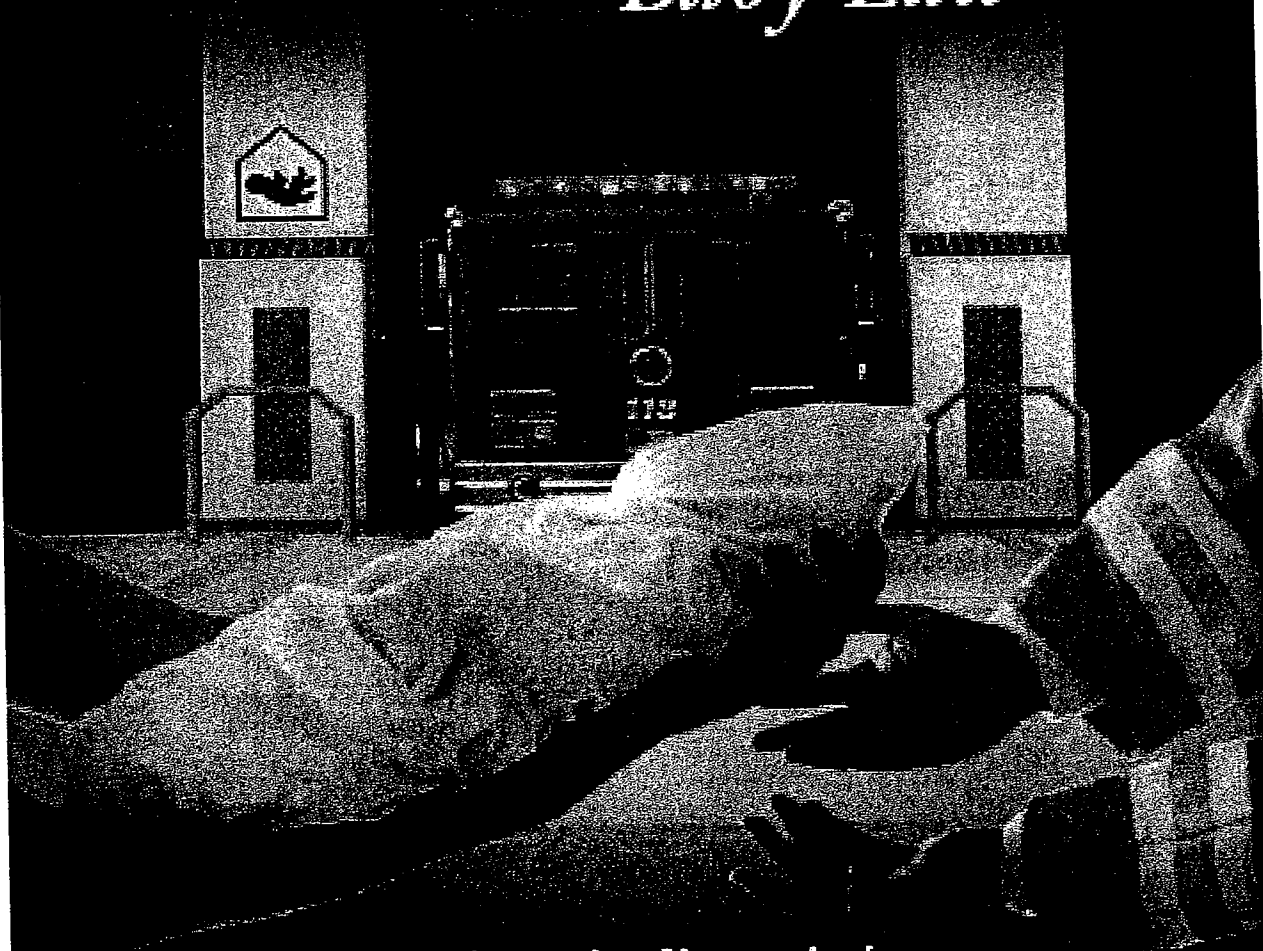
EXHIBIT I

SAFELY SURRENDERED BABY LAW

Posters and Fact Sheets are available in English and Spanish for printing purposes at the following website:

www.babysafela.org

Safely Surrendered *Baby Law*



*Babies can be safely surrendered
to staff at any hospital or fire station in Los Angeles County*

No shame. No blame. No names.

In Los Angeles County: 1-877-BABY SAFE • 1-877-222-5723

www.babysafe.org



In Los Angeles County: 1-877-SAFE-BABY or 1-877-222-8722

www.baby-safely.org

Safely Surrendered Baby Law

What is the Safely Surrendered Baby Law?

The Safely Surrendered Baby Law allows a parent or surrogate adult to safely surrender a baby within 72 hours of birth.

The law allows a parent or surrogate adult to surrender a baby to a hospital or fire station in Los Angeles County.

The law allows a parent or surrogate adult to surrender a baby to a hospital or fire station in Los Angeles County.

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The law allows a parent or surrogate adult to surrender a baby to a hospital or fire station in Los Angeles County.

Every baby deserves a chance for a healthy life. If someone you know is considering abandoning a baby, let her know there are other options. For three days (72 hours) after birth, a baby can be surrendered to staff at any hospital or fire station in Los Angeles County.

How does it work?

A distressed parent who is unable or unwilling to care for a baby can legally, confidentially, and safely surrender a baby within three days (72 hours) of birth. The baby must be handed to an employee at a hospital or fire station in Los Angeles County. As long as the baby shows no signs of abuse or neglect, no name or other information is required. In case the parent changes his or her mind at a later date and wants the baby back, staff will use bracelets to help connect them to each other. One bracelet will be placed on the baby and a matching bracelet will be given to the parent or other surrendering adult.

What if a parent wants the baby back?

Parents who change their mind can begin the process of reclaiming their baby within 14 days. Their parents should call the Los Angeles County Department of Children and Family Services at 1-800-540-4011.

Can only a parent bring in the baby?

No. While in most cases a parent will bring in the baby, the Law allows other people to bring in the baby if they have legal custody.

Does the parent or surrendering adult have to tell anyone about bringing in the baby?

No. A parent or surrendering adult can bring in a baby anytime, 24 hours a day, 7 days a week, as long as the parent or surrendering adult surrenders the baby to someone who works at the hospital or fire station.

Does the parent or surrendering adult have to tell anything to the people taking the baby?

No. However, hospital or fire station personnel will ask the surrendering party to fill out a questionnaire designed to gather important medical history information, which is very useful in caring for the baby. The questionnaire includes a stamped return envelope and can be sent in at a later time.

What happens to the baby?

The baby will be examined and given medical treatment. Upon release from the hospital, social workers immediately place the baby in a safe and loving home and begin the adoption process.

What happens to the parent or surrendering adult?

Once the parent or surrendering adult surrenders the baby to hospital or fire station personnel, they may leave at any time.

Why is California doing this?

The purpose of the Safely Surrendered Baby Law is to protect babies from being abandoned, hurt or killed by their parents. Too many have heard tragic stories of babies left in dumpsters or public locations. Their parents may have been under severe emotional distress. The mothers may have hidden their pregnancies, fearful of what would happen if their families found out. Because they were afraid and had no one or nowhere to turn for help, they abandoned their babies. Abandoning a baby is illegal and places the baby in extreme danger. The effect is similar to the baby's death. The Safely Surrendered Baby Law prevents this tragedy from ever happening again in California.

A baby's story

Early in the morning on April 8, 2009, a healthy baby boy was safely surrendered to nurses at Harbor UCLA Medical Center. The woman who brought the baby to the hospital identified herself as the baby's name and stated the baby's mother had asked her to bring the baby to the hospital on her behalf. The nurse was given a bracelet with a number matching the number placed on the baby; this would provide some identification in the event the mother changed her mind about surrendering the baby and wished to reclaim the baby in the 14-day period allowed by the law. The nurse was also provided with a medical questionnaire and told she would have the mother complete and mail back in the stamped return envelope provided. The baby was examined by medical staff and pronounced healthy and full-term. He was placed with a loving family that had been approved to adopt him by the Department of Children and Family Services.

Ley de Entrega de Bebés *Sin Peligro*



*Los recién nacidos pueden ser entregados en forma segura al personal
de cualquier hospital o cuartel de bomberos del Condado de Los Angeles*

Sin pena. Sin culpa. Sin nombres.

En el Condado de Los Angeles: 1-877-BABY SAFE • 1-877-222-8723

www.baby-safe.org



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PERFORMANCE REQUIREMENT SUMMARY CHART

Required Service	Performance Indicator	Standard	Maximum Allowable Degree of Deviation from Requirement (AQL)	Typical Method of Surveillance	Deduction from Contract Price for Exceeding the AQL
Overall compliance with Scope of Work (Exhibit A, SOW, 1.0)	Random Inspections	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	\$100 per day until rectified
Overall compliance with Specific Tasks (Exhibit A, SOW, 2.0)	Random Inspections	Record of investigation of contractor to ensure compliance	4%	Random inspections and information from contractor reports	\$100 per day until rectified
Security – Confidentiality (Exhibit A, SOW 3.9, Contract 7.5)	CORI information form and required security system	All CORI requirements met. No unauthorized release of information	0%	User Complaint Random Sampling	\$1,000 per occurrence
Self Monitoring Reports (Exhibit A, SOW 4.2)	Completed monitoring reports	Complete on time	4%	Random Sampling 100% Inspection	\$50 per occurrence
Quality Control Plan (Exhibit A, SOW 3.0)	Quarterly Review	Adhere to County requirements	0%	Random Sample Inspections	Up to \$100 per occurrence
Contractor in compliance with Standard Terms and Conditions (Contract 8.0)	Quarterly Review	Adhere to County requirements	0%	100% inspections	Up to \$50 per occurrence

CONTRACT DISCREPANCY REPORT

EXHIBIT K

TO: _____

FROM: _____

DATES: Prepared: _____

 Returned by Contractor: _____

 Action Completed: _____

DISCREPANCY
PROBLEMS: _____

Signature of County Representative

Date

CONTRACTOR RESPONSE (Cause and Corrective Action): _____

Signature of Contractor Representative

Date

COUNTY EVALUATION OF CONTRACTOR RESPONSE: _____

Signature of County Representative

Date

COUNTY ACTIONS: _____

CONTRACTOR NOTIFIED OF ACTION:

County Representative's Signature and Date _____

Contractor Representative's Signature and Date _____

CONFIDENTIALITY OF CORI INFORMATION

EXHIBIT L

Criminal Offender Record Information (CORI) is that information which is recorded as the result of an arrest, detention or other initiation of criminal proceedings including any consequent proceedings related thereto. As an employee of _____ during the legitimate course of your duties, you may have access to CORI. The Probation Department has a policy of protecting the confidentiality of Criminal Offender Record Information.

You are required to protect the information contained in case files against disclosure to all individuals who do not have a right-to-know or a need-to-know this information.

The use of any information obtained from case files or other related sources of CORI to make contacts with probationers or their relatives, or to make CORI available to anyone who has no real and proper reason to have access to this information as determined solely by the Probation Department is considered a breach of confidentiality, inappropriate and unauthorized.

Any _____ employee engaging in such activities is in violation of the Probation Department's confidentiality policy and will be subject to appropriate disciplinary action and/or criminal action pursuant to Section 11142 of the Penal Code.

I have read and understand the Probation Department's policy concerning the confidentiality of CORI records.

(Signature)

Name (Print)

Title

Date

Copy to be forwarded to Probation Contract Manager within five (5) business days of start of employment.

THIS SECTION IS INTENTIONALLY OMITTED

**AGREEMENT
CONTRACTOR'S OBLIGATIONS AS A "BUSINESS ASSOCIATE"
UNDER THE HEALTH INSURANCE PORTABILITY AND ACCOUNTABILITY ACT OF
1996 (HIPAA)**

Under this Agreement, Contractor ("Business Associate") provides services ("Services") to County ("Covered Entity") and Business Associate receives, has access to, or creates Protected Health Information in order to provide those Services. Covered Entity is subject to the Administrative Simplification requirements of the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and regulations promulgated thereunder, including the Standards for Privacy of Individually Identifiable Health Information ("the Privacy Regulations") and the Health Insurance Reform: Security Standards ("the Security Regulations") at 45 Code of Federal Regulations Parts 160 and 164 ("together, the "Privacy and Security Regulations").

The Privacy and Security Regulations require Covered Entity to enter into a contract with Business Associate in order to mandate certain protections for the privacy and security of Protected Health Information, and those Regulations prohibit the disclosure to or use of Protected Health Information by Business Associate if such a contract is not in place.

Therefore, the parties agree as follows:

1.0 DEFINITIONS

- 1.1 "Disclose" and "Disclosure" means, with respect to Protected Health Information, the release, transfer, provision of access to, or divulging in any other manner of Protected Health Information outside Business Associate's internal operations or to other than its employees.
- 1.2 "Electronic Media" has the same meaning as the term "electronic media" in 45 C.F.R. § 160.103. Electronic Media means (1) Electronic storage media including memory devices in computers (hard drives) and any removable/transportable digital memory medium, such as magnetic tape or disk, optical disk, or digital memory card; or (2) Transmission media used to exchange information already in electronic storage media. Transmission media include, for example, the internet (wide-open), extranet (using internet technology to link a business with information accessible only to collaborating parties), leased lines, dial-up lines, private networks, and the physical movement of removable/transportable electronic storage media. Certain transmissions, including of paper, via facsimile, and of voice, via telephone, are not considered to be transmissions via electronic media, because the information being exchanged did not exist in electronic form before the transmission.
- 1.3 "Electronic Protected Health Information" has the same meaning as the term "electronic protected health information" in 45 C.F.R. § 160.103. Electronic Protected Health Information means Protected Health Information that is (i) transmitted by electronic media; (ii) maintained in electronic media.

- 1.4 "Individual" means the person who is the subject of Protected Health Information, and shall include a person who qualifies as a personal representative in accordance with 45 C.F.R. § 164.502(g).
- 1.5 "Protected Health Information" has the same meaning as the term "protected health information" in 45 C.F.R. § 164.503, limited to the information created or received by Business Associate from or on behalf of Covered Entity. Protected Health Information includes information, whether oral or recorded in any form or medium, that (i) relates to the past, present, or future physical or mental health or condition of an Individual; the provision of health care to an Individual, or the past, present or future payment for the provision of health care to an Individual; (ii) identifies the Individual (or for which there is a reasonable basis for believing that the information can be used to identify the Individual); and (iii) is received by Business Associate from or on behalf of Covered Entity, or is created by Business Associate, or is made accessible to Business Associate by Covered Entity. "Protected Health Information" includes Electronic Health Information.
- 1.6 "Required By Law" means a mandate contained in law that compels an entity to make a Use or Disclosure of Protected Health Information and that is enforceable in a court of law. Required by law includes, but is not limited to, court orders and court-ordered warrants; subpoenas or summons issued by a court, grand jury, a governmental or tribal inspector general, or any administrative body authorized to require the production of information; a civil or an authorized investigative demand; Medicare conditions of participation with respect to health care providers participating in the program; and statutes or regulations that require the production of information, including statutes or regulations that require such information if payment is sought under a government program providing benefits.
- 1.7 "Security Incident" means the attempted or successful unauthorized access, Use, Disclosure, modification, or destruction of information in, or interference with system operations of, an Information System which contains Electronic Protected Health Information. However, Security Incident does not include attempts to access an Information System when those attempts are not reasonably considered by Business Associate to constitute an actual threat to the Information System.
- 1.8 "Services" has the same meaning as in the body of this Agreement.
- 1.9 "Use" or "Uses" mean, with respect to Protected Health Information, the sharing, employment, application, utilization, examination or analysis of such Information within Business Associate's internal operations.
- 1.10 Terms used, but not otherwise defined, in this Paragraph shall have the same meaning as those terms in the HIPAA Regulations.

2.0 OBLIGATIONS OF BUSINESS ASSOCIATE

2.1 Permitted Uses and Disclosures of Protected Health Information. Business Associate:

- (a) shall Use and Disclose Protected Health Information as necessary to perform the Services, and as provided in Sub-sections 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 of this Agreement;
- (b) shall Disclose Protected Health Information to Covered Entity upon request;
- (c) may, as necessary for the proper management and administration of its business or to carry out its legal responsibilities:
 - (i) Use Protected Health Information; and
 - (ii) Disclose Protected Health Information if the Disclosure is Required by Law.

Business Associate shall not Use or Disclose Protected Health Information for any other purpose.

2.2 Adequate Safeguards for Protected Health Information. Business Associate:

- (a) shall implement and maintain appropriate safeguards to prevent the Use or Disclosure of Protected Health Information in any manner other than as permitted by this Paragraph. Business Associate agrees to limit the Use and Disclosure of Protected Health Information to the minimum necessary in accordance with the Privacy Regulation's minimum necessary standard.
- (b) effective as of April 20, 2005, specifically as to Electronic Health Information, shall implement and maintain administrative, physical, and technical safeguards that reasonably and appropriately protect the confidentiality, integrity, and availability of Electronic Protected Health Information.

2.3 Reporting Non-Permitted Use or Disclosure and Security Incidents. Business Associate shall report to Covered Entity each Non-Permitted Use or Disclosure that is made by Business Associate, its employees, representatives, agents or subcontractors, but is not specifically permitted by this Agreement, and effective as of April 20, 2005, shall report to Covered Entity each Security Incident of which Business Associate becomes aware. The initial report shall be made by telephone call to the Covered Entity's HIPAA Privacy Officer within forty-eight (48) hours from the time the Business Associate becomes aware of the Non-Permitted Use or Disclosure or Security Incident, followed by a full written report no later than ten (10) business days from the date the Business Associate becomes aware of the non-permitted Use or Disclosure or Security Incident to the Chief Privacy Officer at:

Chief HIPAA Privacy Officer, County of Los Angeles
Kenneth Hahn Hall of Administration
500 West Temple St.
Suite 410
Los Angeles, CA 90012
(213) 974-2164

- 2.4 Mitigation of Harmful Effect. Business Associate agrees to mitigate, to the extent practicable, any harmful effect that is known to Business Associate of a Use or Disclosure of Protected Health Information by Business Associate in violation of the requirements of this Paragraph.
- 2.5. Availability of Internal Practices, Books and Records to Government Agencies. Business Associate agrees to make its internal practices, books and records relating to the Use and Disclosure of Protected Health Information available to the Secretary of the federal Department of Health and Human Services for purposes of determining Covered Entity's compliance with the Privacy and Security Regulations. Business Associate shall immediately notify Covered Entity of any requests made by the Secretary and provide Covered Entity with copies of any documents produced in response to such request.
- 2.6 Access to Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make the Protected Health Information specified by Covered Entity available to the Individual(s) identified by Covered Entity as being entitled to access and copy that Protected Health Information. Business Associate shall provide such access for inspection of that Protected Health Information within two (2) business days after receipt of request from Covered Entity. Business Associate shall provide copies of that Protected Health Information within five (5) business days after receipt of request from Covered Entity.
- 2.7 Amendment of Protected Health Information. Business Associate shall, to the extent Covered Entity determines that any Protected Health Information constitutes a "designated record set" as defined by 45 C.F.R. § 164.501, make any amendments to Protected Health Information that are requested by Covered Entity. Business Associate shall make such amendment within ten (10) business days after receipt of request from Covered Entity in order for Covered Entity to meet the requirements under 45 C.F.R. § 164.526.
- 2.8 Accounting of Disclosures. Business Associate agrees to maintain documentation of the information required to provide an accounting of Disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528, and to make this information available to Covered Entity upon Covered Entity's request, in order to allow Covered Entity to respond to an Individual's request for accounting of disclosures. However, Business Associate is not required to provide an accounting of Disclosures that are necessary to perform its Services if such Disclosures are for either payment or health care operations purposes, or both. Additionally, such accounting is limited to disclosures that were made in the six (6) years prior to the request (not including disclosures that were made prior to the compliance date of the Privacy Rule, April 14, 2003) and shall be provided for as long as Business Associate maintains the Protected Health Information.

Any accounting provided by Business Associate under this Section 2.8 shall include: (a) the date of the Disclosure; (b) the name, and address if known, of the entity or person who received the Protected Health Information; (c) a brief description of the Protected Health Information disclosed; and (d) a brief statement of the purpose of the Disclosure. For each Disclosure that could require an accounting under this Sub-section 2.8, Business Associate shall document the information specified in (a) through (d), above, and shall securely maintain the information for six (6) years from the date of the Disclosure. Business Associate shall provide to Covered Entity, within ten (10) business days after receipt of request from Covered Entity, information collected in accordance with this Sub-section 2.8 to permit Covered Entity to respond to a request by an Individual for an accounting of disclosures of Protected Health Information in accordance with 45 C.F.R. § 164.528.

3.0 OBLIGATION OF COVERED ENTITY

- 3.1 Obligation of Covered Entity. Covered Entity shall notify Business Associate of any current or future restrictions or limitations on the use of Protected Health Information that would affect Business Associate's performance of the Services, and Business Associate shall thereafter restrict or limit its own uses and disclosures accordingly.

4.0 TERM AND TERMINATION

- 4.1 Term. The term of this Paragraph shall be the same as the term of this Agreement. Business Associate's obligations under Sections 2.1 (as modified by Section 4.2), 2.3, 2.4, 2.5, 2.6, 2.7, 2.8, 4.3 and 5.2 shall survive the termination or expiration of this Agreement.

- 4.2 Termination for Cause. In addition to and notwithstanding the termination provisions set forth in this Agreement, upon Covered Entity's knowledge of a material breach by Business Associate, Covered Entity shall either:

- (a) Provide an opportunity for Business Associate to cure the breach or end the violation, and terminate this Agreement if Business Associate does not cure the breach or end the violation within the time specified by Covered Entity; or
- (b) Immediately terminate this Agreement if Business Associate has breached a material term of this Paragraph and cure is not possible; or
- (c) If neither termination or cure are feasible, Covered Entity shall report the violation to the Secretary of the federal Department of Health and Human Services.

4.3 Disposition of Protected Health Information Upon Termination or Expiration

- (a) Except as provided in paragraph (b) of this section, upon termination for any reason or expiration of this Agreement, Business Associate shall return or destroy all Protected Health Information received from Covered Entity, or

created or received by Business Associate on behalf of Covered Entity. This provision shall apply to Protected Health Information that is in the possession of subcontractors or agents of Business Associate. Business Associate shall retain no copies of the Protected Health Information.

- (b) In the event that Business Associate determines that returning or destroying the Protected Health Information is infeasible, Business Associate shall provide to Covered Entity notification of the conditions that make it infeasible. If return or destruction is infeasible, Business Associate shall extend the protections of this Agreement to such Protected Health Information and limit further Uses and Disclosures of such Protected Health Information to those purposes that make the return or destruction infeasible, for so long as Business Associate maintains such Protected Health Information.

5.0 MISCELLANEOUS

- 5.1 No Third Party Beneficiaries. Nothing in this Paragraph shall confer upon any person other than the parties and their respective successors or assigns, any rights, remedies, obligations, or liabilities whatsoever.
- 5.2 Use of Subcontractors and Agents. Business Associate shall require each of its agents and subcontractors that receive Protected Health Information from Business Associate, or create Protected Health Information for Business Associate, on behalf of Covered Entity, to execute a written agreement obligating the agent or subcontractor to comply with all the terms of this Agreement.
- 5.3 Relationship to Agreement Provisions. In the event that a provision of this Paragraph is contrary to any other provision of this Agreement, the provision of this Paragraph shall control. Otherwise, this Paragraph shall be construed under, and in accordance, with the terms of the Agreement.
- 5.4 Regulatory References. A reference in this Paragraph to a section in the Privacy or Security Regulations means the section as in effect or as amended.
- 5.5 Interpretation. Any ambiguity in this Paragraph shall be resolved in favor of a meaning that permits Covered Entity to comply with the Privacy and Security Regulations.
- 5.6 Amendment. The parties agree to take such action as is necessary to amend this Paragraph from time to time as is necessary for Covered Entity to comply with the requirements of the Privacy and Security Regulations.

Effective: 4/30/05

EXHIBIT O

IRS NOTICE 1015



Department of the Treasury
Internal Revenue Service

Notice 1015

(Rev. December 2007)

Have You Told Your Employees About the Earned Income Credit (EIC)?

What Is the EIC?

The EIC is a refundable tax credit for certain workers.

Which Employees Must I Notify About the EIC?

You must notify each employee who worked for you at any time during the year and from whom you did not withhold income tax. However, you do not have to notify any employee who claimed exemption from withholding on Form W-4, Employee's Withholding Allowance Certificate.

Note. You are encouraged to notify each employee whose wages for 2007 are less than \$39,783 that he or she may be eligible for the EIC.

How and When Must I Notify My Employees?

You must give the employee one of the following:

- The IRS Form W-2, Wage and Tax Statement, which has the required information about the EIC on the back of Copy B.
- A substitute Form W-2 with the same EIC information on the back of the employee's copy that is on Copy B of the IRS Form W-2.
- Notice 797, Possible Federal Tax Refund Due to the Earned Income Credit (EIC).
- Your written statement with the same wording as Notice 797.

If you are required to give Form W-2 and do so on time, no further notice is necessary if the Form W-2 has the required information about the EIC on the back of the employee's copy. If a substitute Form W-2 is given on time but does not have the required information, you must notify the employee within 1 week of the date the substitute Form W-2 is given. If Form W-2 is required but is not given on time, you must give the employee Notice 797 or your written statement by the date Form W-2 is required to be given. If Form W-2 is not required, you must notify the employee by February 7, 2008.

You must hand the notice directly to the employee or send it by First-Class Mail to the employee's last known address. You will not meet the notification requirements by posting Notice 797 on an employee bulletin board or sending it through office mail. However, you may want to post the notice to help inform all employees of the EIC. You can get copies of the notice from the IRS website at www.irs.gov or by calling 1-800-829-3676.

How Will My Employees Know If They Can Claim the EIC?

The basic requirements are covered in Notice 797. For more detailed information, the employee needs to see the 2007 instructions for Form 1040, 1040A, 1040EZ, or Pub. 596, Earned Income Credit (EIC).

How Do My Employees Claim the EIC?

Eligible employees claim the EIC on their 2007 tax return. Even employees who have no tax withheld from their pay or owe no tax can claim the EIC and get a refund, but they must file a tax return to do so. For example, if an employee has no tax withheld in 2007 and owes no tax but is eligible for a credit of \$825, he or she must file a 2007 tax return to get the \$825 refund.

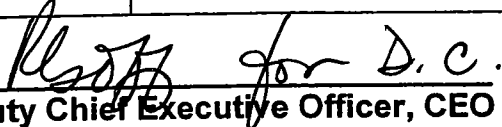
How Do My Employees Get Advance EIC Payments?

Eligible employees who expect to have a qualifying child for 2008 can get part of the credit with their pay during the year by giving you a completed Form W-5, Earned Income Credit Advance Payment Certificate. You must include advance EIC payments with wages paid to these employees, but the payments are not wages and are not subject to payroll taxes. Generally, the payments are made from withheld income, social security, and Medicare taxes. For details, see Pub. 15 (Circular E), Employer's Tax Guide.

Notice 1015 (Rev. 12-2007)
Cat. No. 205991

SOLE SOURCE
JUSTIFICATION
FOR CONTRACTING WITH
THE RESOURCES COMPANY

SOLE SOURCE CHECKLIST

Check (x)	JUSTIFICATION FOR SOLE SOURCE CONTRACTS
	<i>Identify applicable justification and provide documentation for each checked item.</i>
	➤ Only one bona fide source for the service exists; performance and price competition are not available.
	➤ Quick action is required (emergency situation).
	➤ Proposals have been solicited but no satisfactory proposals were received.
X	➤ Additional services are needed to complete an ongoing task and it would be prohibitively costly in time and money to seek a new service provider.
	➤ Maintenance service agreements exist on equipment which must be serviced by the authorized manufacturer's service representative.
	➤ It is more cost-effective to obtain services by exercising an option under an existing contract.
X	➤ It is in the best interest of the County, e.g., administrative cost savings, excessive learning curve for a new service provider, etc.
	➤ Other reason. Please explain:
<div style="display: flex; justify-content: space-between; align-items: flex-end;"> <div style="text-align: center;">  Deputy Chief Executive Officer, CEO </div> <div style="text-align: center;"> 10-09-08 Date </div> </div>	

LOS ANGELES COUNTY PROBATION DEPARTMENT SOLE SOURCE JUSTIFICATION FOR THE RESOURCES CONTRACT

The Los Angeles County Probation Department is proposing to contract with The Resources Company (TRC) for additional technical assistance to implement comprehensive educational reform recommendations following Board approval for a term of one (1) year. The amount of the contract is approximately \$280,000.

There is a need for an ongoing evaluation process to ensure the recommendations are implemented in order to best effectuate significant systemic education reform. Contracting with TRC, on a sole source basis for one year, with an option to extend for up to an additional six-months, upon approval as to form by County Counsel, is necessary to assist the Department with implementing and monitoring the progress of the recommendations, if approved by the Board, while a permanent County employee is appointed to function as the Probation Department's education director or administrator to ensure a smooth transition and to take complete charge of implementation.

The Auditor-Controller's Office hired TRC, a consultant team, in May 2006 to assist the Probation Department in effectively implementing a total of 95 out of 100 program and management audit recommendations made by the Child Welfare League of America in September 2005, and Thompson, Cobb, Bazilio and Associates in November 2005, respectively (five recommendations were not applicable, as determined by the Probation Department, with TRC's concurrence), as is demonstrated by the 81 percent of recommendations completed through April 2008, as validated by the Auditor-Controller's Office. In addition, TRC has recently been recertified under the Auditor-Controller's Master Services Agreement for Special Studies for the next 5 – 10 years, and is also certified under the Chief Executive Officer's Master Services Agreement for Strategic Planning services.

Over the past 18 months, TRC has been key and instrumental in assisting the Probation Department in various areas including, its management reorganization, Camp Redesign, establishment of performance outcomes and indicators, defining the framework to move towards further implementing evidence-based practices, training staff and supervisors on EBP on small group interventions that will result in their certification of in-house trainers, and most recently, developing a three-to-five year strategic plan that the Department anticipates to have completed in June 2008.

Based on the above, a sole source contract with TRC is recommended primarily for two reasons: 1) it is in the County's best interest, as there will be an excessive learning curve if a new service provider were obtained, and there will also be administrative cost avoidance savings as a result of not initiating and concluding a request for proposals process; and 2) additional assistance is needed to complete the education reform initiative, not only a comprehensive education reform implementation action plan but the ensuing and critical need for the development of an ongoing evaluation and accountability process needed to ensure the appropriate diagnosis and prescriptive interventions are delivered to ensure appropriate options are available to minors to best meet their needs. Conducting a new competitive solicitation process would take the

Probation Department anywhere from six to 12 months. Consequently, it could be significantly financially costly to digress by seeking a new provider, and significant delays would be counterproductive and could hinder the current project momentum of the so many key stakeholders that have been involved in this endeavor and the long-awaited implementation for education reform.

LACOE - PROBATION
MEMORANDUM OF
UNDERSTANDING

**MEMORANDUM OF UNDERSTANDING
BETWEEN
LOS ANGELES COUNTY OFFICE OF EDUCATION (LACOE) and
LOS ANGELES COUNTY PROBATION DEPARTMENT (Probation)
FOR
IMPLEMENTATION OF THE EDUCATION PROGRAM AT
LOS ANGELES COUNTY JUVENILE HALLS AND CAMPS**

This Memorandum of Understanding (MOU) between the Los Angeles County Probation Department and Los Angeles County Office of Education is for the purpose of documenting that the parties agree to work collaboratively to implement the education program at Los Angeles County juvenile halls and camps. The two agencies acknowledge that per Welfare & Institutions Code section 852, the juvenile halls and juvenile camps are under the management and control of the Chief Probation Officer, that the juvenile hall superintendents and juvenile camp directors have charge of their respective facilities pursuant to Welfare & Institutions Code section 853. They also acknowledge that per the Welfare and Institutions Code Section 889 and Education Code Section 48645.2 the County Superintendent and the County Board of Education are responsible for the administration and operation of public schools in any juvenile hall and camp regional youth educational facility.

This MOU is based on a shared vision of an educational system in the juvenile halls and camps that is based on youth and emerging adults receiving comprehensive assessments of their criminogenic, educational, health, and mental health needs and customized case plans, including individual learning plans (ILPs) or Individualized Education Programs (IEPs), for educational and treatment services that are customized to address the needs, strengths and responsivity issues of such youth and emerging adults.

This agreement takes effect upon signature of the parties. The parties will review this agreement annually commencing in July, 2009. It may be amended by the mutual written consent of both parties.

Both agencies acknowledge the importance of initial and refresher training of LACOE and Probation staff in the terms and provisions of this MOU.

A. Funding:

1. The California Department of Education (CDE) provides primary funding for the education program in juvenile halls and camps. Funds are generated through average daily attendance of students enrolled in the schools in the juvenile halls and camps.
2. Probation and LACOE will collaborate to seek adequate funding to cover the costs of implementing the educational program effectively and accountably. Our purpose will be to seek legislation that addresses major fiscal gaps in operating the educational program – with a focus on special education services – and recommendations for minimizing the resultant fiscal deficits.

B. Definitions:

1. **Average daily attendance (ADA):** the total number of actual apportionment * student days of attendance divided by the number of school days taught or a fixed divisor; to calculate annual ADA for JCCS, all of the days of attendance earned by students from July 1 - June 30 is divided by a fixed divisor, 175; the result is the amount of ADA earned for JCCS annually.
2. **Career and technical education (CTE):** curricula that prepare students for careers in health care, construction, automotive engineering and mechanics, manufacturing, public safety and a host of other fields that require skilled workers, but not necessarily a college degree.
3. **Collective bargaining agreements (CBAs):** Meeting and negotiating by the exclusive representative and the public school employer in a good faith effort to reach agreement on matters within the scope of representation resulting in a written document incorporating any agreements reached. The agreement may be for a period of not to exceed three years.
4. **Collaboration:** a structured process whereby LACOE and Probation management and staff work together toward accomplishing common goals and outcomes by sharing knowledge, building common understanding, and developing consensus.
5. **Comprehensive assessment:** a thorough assessment of a youth's criminogenic, educational, health, and mental health needs and responsivity factors to determine the most appropriate Juvenile Court order (home on probation, suitable placement, or juvenile probation camp) and integrated case plan of services.
6. **Criminogenic needs:** (1) anti-social/pro-criminal attitudes, values, beliefs and cognitive-emotional states; (2) pro-criminal associates and isolation from anti-criminal others; (3) temperamental and personality factors conducive to criminal activity; (4) history of antisocial behavior, evident from a young age, in a variety of settings and/ or involving a number and variety of different acts; (5) family factors that include criminality/psychological problems; (6) low levels of personal educational, vocational or financial achievement; and (7) substance abuse.
7. **Emerging adults:** 18 to 25 year olds.
8. **English language learner (ELL):** students who have not developed the skills in reading, writing, listening, and speaking in English needed to participate in the regular school program. ELLs require English language development (ELD) and specially designed academic instruction in English (SDAIE). In addition, EL students whose parents have applied for and been granted a waiver require primary language instruction (L1). These three services (ELD, SDAIE, and L1) must be provided by teachers authorized for such instruction until these students are reclassified as English proficient.
9. **Graffiti abatement and removal:** a regular maintenance program that deals with ongoing daily or weekly inspection and maintenance of sites related to the presence of and removal of graffiti. Although the content of the graffiti may definitely constitute an emergency for removal, the process is usually set up as a routine maintenance program.

10. **Independent Learning Plan (ILP):** a plan that documents the critical data and course plan for each individual student. The form should capture the students' valuable information in an easy to read one-page format. The ILP is also critical for building student morale and goal setting.
11. **Individualized Education Program (IEP):** each public school child who receives special education and related services must have an IEP. Each IEP must be designed for one student and must be a truly individualized document. The IEP creates an opportunity for teachers, parents, school administrators, related services personnel, and students (when appropriate) to work together to improve educational results for children with disabilities. The IEP is the cornerstone of a quality education for each child with a disability.
12. **Integrated case plan:** a single case plan that provides strategies, referrals, and priorities for addressing criminogenic, educational, health, and mental health needs and responsivity factors identified in a comprehensive assessment.
13. **Interest-based approach:** an approach to communication, negotiation, and problem solving is a non-adversarial means of achieving decisions. It includes principles and concepts that focus on issues not personalities, decision making based on objective reasoning rather than power or coercion, and accepting motives and interests as givens rather than evaluating those interests as right or wrong.
14. **Juvenile Court Health Services (JCHS):** a division of the Los Angeles County Department of Health Services that provides health services in the juvenile halls and camps.
15. **Los Angeles Risk and Resiliency Check-up (LARRC):** a validated tool used to assess juvenile risks and protective factors in 6 domains: delinquency, education, family, peers, substance use, and individual temperament.
16. **Memorandum of understanding (MOU):** this agreement between the Los Angeles County Office of Education and the Los Angeles County probation Department that governs the provision of educational services in the County's 3 juvenile halls, 18 juvenile camps, and the Dorothy Kirby Center.
17. **Multidisciplinary team (MDT):** a team of professionals including, but not limited to probation officers; LACOE teachers, school psychologists and/or principals;
18. **Specific learning disability (SLD):** a disorder in one or more of the basic psychological processes involved in understanding or in using language, spoken or written, which disorder may manifest itself in the imperfect ability to listen, think, speak, read, write, spell or do mathematical calculations. Section 602(30) of IDEA 2004.
19. **Special education:** specially designed instruction to meet the unique needs of a child with a disability, including instruction conducted in the classroom, in the home, in hospitals and institutions, and in other-settings As well as instruction in physical education. Section 602(29) of IDEA 2004.

20. **Special needs:** guidelines for classifying a child as special needs vary by State; common special needs conditions and diagnoses include serious medical conditions, emotional and behavioral disorders, history of abuse or neglect, medical or genetic risk due to familial mental illness, or parental substance abuse.
21. **Transition plan:** an updated version of an integrated case plan that reflects (a) education and treatment received in juvenile camp, (b) ILP or IEP for educational services to be received after release from camp, and (c) additional treatment and services needed in the community and referrals to such services.
22. **Vocational education (VE):** curricula that prepare students for careers that are based in manual or practical activities, traditionally non-academic and totally related to a specific trade, occupation or vocation in which the learner participates. It is sometimes referred to as technical education, as the learner directly develops expertise in a particular group of techniques or technology.

C. LACOE will:

1. Provide instruction by credentialed teachers based on the California Standards for the Teaching Profession and, which includes lesson planning that reflects the California Content Standards.
2. Ensure that substitute teachers have appropriate materials and instructions to conduct class in the absence of the regularly assigned teacher.
3. Ensure that there is adequate staffing to meet the educational needs of students in attendance, including an adequate number of teachers and support staff in accordance with the collective bargaining agreements.
4. Provide state-of-the-art professional development to LACOE staff related to curriculum and instruction, including thematic, collaborative, project-based learning approaches and methods.
5. Provide instructional materials, computer software, and audio-visual equipment required for the instructional program. Ensure that the LACOE policies regarding instructional materials, including instructional films, are followed.
6. Identify youth with special needs, such as special education, 504 Plans, and English Language Development, and provide appropriate services to such youth.
7. Provide orientation and training to new LACOE employees at the juvenile halls and camps including, but not limited to, their educational, classroom management, and record keeping responsibilities
8. Ensure that for all youth referred out of the classroom, a written incident report is submitted to the Juvenile Hall Superintendent or Camp Director (or his/her designee) by the end of the school day.
9. Monitor and use appropriate measures in the classroom to prevent graffiti and promptly notify Probation staff when graffiti abatement and removal, or other cleaning and facility maintenance, is needed.
10. Continue quality assurance programs for LACOE and the Probation Department to assess the quality and effectiveness of services provided by educational staff.

D. PROBATION will:

1. Maintain safety and security at school sites, with reasonable advance notice to LACOE of any changes in safety and security; Probation staff will have a plan in place to monitor and address on-going graffiti problems and implement graffiti abatement processes.
2. Ensure that there is adequate staffing to meet the supervision and treatment needs of youth in camp, in accordance with standards established by the California Correctional Standards Authority (CSA), in general, and by the Department for high-risk, high-needs youth, in particular.
3. Provide appropriate classroom space with computer equipment and wireless Internet service to support delivery of educational services.
4. Ensure adequate cleaning, maintenance (including graffiti abatement and removal), and repairs of classrooms and other educational space, for delivery of educational services.
5. Provide LACOE with a list of students to attend school and ensure that all students are at school for 300 minutes of daily instruction, unless excused for reasons delineated in appendix "----" or its successor documents.
6. Facilitate the development and implementation of Individual Behavior Management Plans (IBMPs) for youth detained in juvenile halls.
7. If the information is available, notify LACOE of youth with identified special education and/or limited English needs.
8. Refer youth to the LACOE Student Planning Team, when appropriate.
9. Provide orientation and/or training, with LACOE, to school staff regarding Probation's roles and responsibilities in the juvenile halls and camps.
10. Develop and implement ongoing quality assurance programs for the Department to assess the quality and effectiveness of services provided by Probation staff and contractors.

E. LACOE and Probation will:

1. Collaborate to ensure the safety and security of youth, staff, and outside service providers in the halls and camps.
2. Provide 300 minutes of daily instruction for all youth enrolled in the juvenile halls and camps.
3. Collaborate to minimize youth transfers between facilities in order to facilitate maximizing of appropriate educational services for all youth.
4. Collaborate in encouraging and motivating parents and legal guardians to attend required IEP meetings and other mandated education-related meetings as well as initial and transition case planning meetings.
5. Collaborate to ensure that an integrated case plan is generated for all youth in the juvenile camps. The integrated case plan, resulting from a multidisciplinary assessment that addresses each youth's criminogenic, educational, health, and

mental health needs, will include an Individual Learning Plan (ILP) or Individualized Education Program (IEP) for each youth.

6. Collaborate in developing a comprehensive transition plan for youth returning from juvenile camps to the community; identify continuing criminogenic, educational, health, mental health, and other services that will be required in aftercare.
7. Ensure that Individual Educational Programs (IEP) are conducted or completed by federal and state timelines and that Individual Learning Plans (ILP) meet timelines established by LACOE-Probation agreement. In all cases, federal and State timelines will supersede those set locally.
8. Collaborate on a process in which LACOE assigns homework to students and Probation ensures that homework is completed in a timely manner. Develop and implement a site-specific plan regarding when and how youth complete homework assignments.
9. Collaborate on an electronic student data exchange system that can be used to share specified information between the two agencies and with other school districts, to the extent permissible by law.
10. Collaborate on training and implementation of the Behavioral Management Program.
11. Collaborate on ways to maximize student time in the instructional program (including reduction of out-of-class referrals and suspensions) through the use of interest-based approaches and other strategies.
12. Collaborate with other agencies in administrative reviews and/or investigations in which the agencies are interested parties.
13. Have on-site managers and staff participate in regularly scheduled, on-site meetings to (a) identify and implement ways to deliver the instructional program in a comprehensive, coordinated and collaborative manner and (b) make more effective use of the school day, as well as after school and weekend hours that are consistent with the respective Collective Bargaining Agreements.
14. Acknowledge that each party is bound by applicable laws, regulations, its agency's collective bargaining agreements, and other official documents duly adopted by the respective parties.
15. Develop and document a process to utilize a "report card" to measure and report progress in implementing the provisions of the MOU on a quarterly basis. Both agencies acknowledge that the sole purpose of such measurement and reporting is to identify areas of strength as well as areas in need of improvement by one or both agencies.

F. Dispute Resolution

1. If a dispute arises between Probation and LACOE under this MOU, LACOE's site administrator and Probation's Juvenile Hall Superintendent or Camp Director, as applicable, shall meet and confer within three (3) business days after a written request is produced by either party. Within five (5) business days of receipt of

the written request, the parties will resolve the dispute and document either the resolution or reasons that a resolution could not be reached.

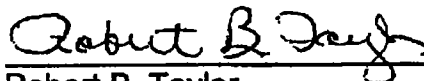
2. If within five (5) business days following their initial conference, the above representatives cannot resolve the dispute, the matter will be submitted to the LACOE Division Director and the appropriate Probation Bureau Chief, who will promptly confer to resolve the dispute, or document the reason(s) that a resolution could not be reached in a timely manner.
3. If within five (5) business days following their initial conference, the above representatives cannot resolve the dispute, the Matter will be submitted to the LACOE Assistant Superintendent of Educational Programs and the Deputy Director of Juvenile Institutions, who will promptly confer to resolve the dispute, or document the reason(s) that a resolution could not be reached in a timely manner.
4. The timelines above may be extended by mutual agreement of the parties. However, the total elapsed time of the first four steps shall not exceed 20 business days.
5. If the dispute cannot be resolved at this level within five (5) business days, it will be forwarded to the Superintendent of Schools and the Chief Probation Officer for resolution.
6. Both parties may mutually agree to skip a step(s) in the dispute resolution process if they agree that the dispute must be resolved at a higher level of management.

G. AGREEMENT

IN WITNESS WHEREOF, the parties hereto have caused their duly authorized representatives to execute this Memorandum of Understanding the day, month, and year below written.



Darline P. Robles, Ph.D.
Superintendent
Los Angeles County Office of Education



Robert B. Taylor
Chief Probation Officer
Los Angeles County Probation
Department

DATE

July 14, 2008

DATE

7-14-08

BUDGET ADJUSTMENT

COUNTY OF LOS ANGELES

REQUEST FOR APPROPRIATION ADJUSTMENT

DEPARTMENT OF CHIEF EXECUTIVE OFFICE

DEPT'S.
No.

060

AUGUST 19, 2008

AUDITOR-CONTROLLER.

THE FOLLOWING APPROPRIATION ADJUSTMENT IS DEEMED NECESSARY BY THIS DEPARTMENT. WILL YOU PLEASE REPORT AS TO ACCOUNTING AND AVAILABLE BALANCES AND FORWARD TO THE CHIEF EXECUTIVE OFFICER FOR HIS RECOMMENDATION OR ACTION.

ADJUSTMENT REQUESTED AND REASONS THEREFOR

FY 2008-09

3 - VOTES

SOURCES

PROVISIONAL FINANCING USES - COURT SERVICES

Services and Supplies

A01-BS-13749-13758-2000

\$621,000

APPROPRIATION DECREASE

USES

PROBATION DEPARTMENT - SUPPORT SERVICES

Salaries and Employee Benefits

A01-PB-17000-17100-1000

\$321,000

Services and Supplies

A01-PB-17000-17100-2000

\$300,000

APPROPRIATION INCREASE

JUSTIFICATION

Reflects the transfer of \$621,000 from the Provisional Financing Uses budget unit to the Probation Department related to educational reforms for the Probation Department.

ADOPTED

Ed Corser, Manager CEO

BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

CHIEF EXECUTIVE OFFICER'S REPORT

47 - E OCT 14 2008

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

REFERRED TO THE CHIEF
EXECUTIVE OFFICER FOR -

ACTION

APPROVED AS REQUESTED

AS REVISED

RECOMMENDATION

APPROVED (AS REVISED):
BOARD OF SUPERVISORS

20

AUDITOR-CONTROLLER BY

BY

DEPUTY COUNTY CLERK

NO.

SEND 6 COPIES TO THE AUDITOR-CONTROLLER